

EXHIBIT 9A

EXHIBIT 9A

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 1
of 60

United States Bankruptcy Court Central District of California		PROOF OF CLAIM
Name of Debtor Marion Knight, Jr. aka Suge Knight	Case Number LA 06-11187-EC	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): Wasserman, Comden & Casselman, L.L.P.	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and address where notices should be sent: Wasserman, Comden & Casselman, L.L.P. C/O David B. Casselman 5667 Reseda Boulevard, Suite 330 Tarzana, CA 91357-7033 Telephone number: (818) 705-6800; Facsimile (818) 345-0162	<div style="text-align: right; margin-bottom: 10px;"> FILED OCT 3 1 2006 <small>CLERK, U.S. BANKRUPTCY COURT, CENTRAL DISTRICT OF CALIFORNIA, BY Deputy Clerk</small> </div> <div style="text-align: right;">This space is for Court use only.</div>	
Last four digits of account or other number by which creditor identifies debtor:	Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim, dated: _____	
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other See Attachment	<input type="checkbox"/> Retirement benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) Last four digits of your Social Security number: _____ Unpaid compensation for services performed from _____ (date) to _____ (date)	
2. Date debt was incurred:	3. If court judgment, date obtained: March 9, 2005	
4. Total Amount of Claim at Time Case Filed: \$ 60,418,315.00 <small>(unsecured) (secured) (priority) (Total)</small>		
If all or part of your claim is secured or entitled to priority, also complete Item 6 or 7 below. "See attachment for additional claims against Debtor." <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges. See Attachment for Details.		
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other _____ Value of Collateral: \$ _____	6. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim, all or part of which is entitled to priority. Amount entitled to priority: \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries or commissions (up to \$10,000)* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Domestic support obligations under - 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) _____.	
*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. \$10,000 and 180-day limits apply to cases filed on or after 4/20/05. Pub. L. 109-8		
8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.	This space is for Court use only.	
9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date 10/30/06	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim <small>(attach copy of power of attorney, if any):</small> David B. Casselman	
Penalty for presenting a fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.		

ORIGINAL

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 2
of 60

ATTACHMENT TO PROOF OF CLAIM
FILED BY WASSERMAN, COMDEN & CASSELMAN, L.L.P.

Wasserman, Comden & Casselman, L.L.P. ("Wasserman") has the followings claims against the Debtor:¹

- (1) **Contingency Fee & Reimbursement of Expenses Arising out of Harris Judgment.** Wasserman has a pending state court action (the "Wasserman Action") against, among others, Marion H. Knight *aka* Suge Knight ("Mr. Knight"), and Death Row Records, Inc. ("Death Row" and collectively, with Mr. Knight, the "Debtors"). The Wasserman Action was commenced on September 21, 2005 by the filing of a complaint in the Superior Court of the State of California for the County of Los Angeles - Central District (the "State Court"), styled Wasserman, Comden & Casselman, L.L.P. v. Lydia Harris; Lifestyle Records, Inc.; New Image Media Corp.; Marion H. Knight, aka Suge Knight; Death Row Records, Inc.; Death Row Records, L.L.C.; Tha Row, Inc.; Dermot Givens; Kevin Gilliam aka Battlecat; and Does 1 through 100, inclusive and bearing case number BC 308790.² The Wasserman Action arises out of Wasserman's representation³ of the Harris Parties in that certain action (the "Harris Action") commenced by the Harris Parties against, among others, Mr. Knight and Death Row. On March 9, 2006, Judgment was entered in the Harris Action in favor of Lydia Harris and New Image Media Corp. ("New Image") against the Debtors in the sum of \$107 million, which included \$60 million in punitive damages (the "Harris Judgment"). Wasserman is entitled to its 40% contingency fee on any recovery, as well as reimbursement for all out of pocket expenses. To the extent the Harris Parties have any claim against this estate, Wasserman is entitled to be paid directly from the Debtor's estate for its 40% contingency fee and related reimbursement of expenses.
- (2) **Direct Claims Against the Debtors.** On or about May 19, 2005, after the Harris Judgment was entered and after all appeals had been waived, Lydia terminated Wasserman as her attorney. In response and also on May 19, 2005, Wasserman filed and served on the Harris Parties and the Debtors a Notice of Attorney Lien (the "Attorney Lien Notice") equal to 40% of any and all gross recovery, payments or consideration of any kind or nature paid or transferred in satisfaction

¹ Wasserman reserves the right to supplement its claim.

² A true and correct copy of the First Amended Complaint filed by Wasserman in the Wasserman Action (the "First Amended Complaint") is annexed hereto.

³ On or about January 25, 2002, Wasserman, on the one hand, and Lydia Harris, New Image Entertainment, Inc., and Lifestyle Records, Inc. (the "Harris Parties"), on the other hand, entered into a written Contingency Fee Agreement (the "Contingency Fee Agreement") pursuant to which Wasserman agreed to represent the Harris Parties in connection with liability claims against, among others, the Debtors. Pursuant to the Contingency Fee Agreement, Wasserman is entitled to a forty-percent (40%) contingency fee on any recovery, as well as reimbursement of all reasonable out of pocket litigation costs and expenses.

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 3
of 60

of the Harris Judgment (40% of \$107 million, plus interest accruing at the rate of \$29,315.00 day), plus costs of \$213,890.27.⁴ Despite the Contingency Fee Agreement, Lydia and the Debtors secretly negotiated during the time she was represented by Wasserman and purportedly entered into a settlement agreement pursuant to which the Harris Judgment would be resolved. The Debtors and the Harris Parties are currently litigating over this purported settlement. However, it is undisputed that, despite signature of the Contingency Fee Agreement by Lydia and receipt of the Attorney Lien Notice by Lydia and the Debtors, the Debtors and/or related entities paid to Lydia the sum of at least \$1 million⁵ without acknowledging Wasserman's lien rights, or reserving any of the funds paid to Lydia to satisfy Wasserman's lien. Lydia refused to voluntarily pay any portion of the \$1 million to Wasserman, or even to reimburse Wasserman's actual costs, which were in excess of \$200,000. The Debtors, who had full knowledge of Wasserman's Attorney Lien Notice, proceeded to pay Lydia the \$1 million purported settlement payment. As set forth more fully in the First Amended Complaint filed in the Wasserman Action, Wasserman has alleged the following causes of action against the Harris Parties and the Debtors: (1) breach of contract of the Contingency Fee Agreement; (2) quantum meruit based on the actual legal services provided by Wasserman to the Harris Parties; (3) for money had and received; (4) an accounting of any and all gross recovery, payments or consideration of any kind paid or transferred in satisfaction, whole or part, of the Harris Judgment; (5) interference with contract based on, among others, the Debtors' conspiracy to deprive Wasserman of its lien rights; (6) an equitable assignment of 40% of the Harris Judgment and/or 40% of any settlement or other recoveries obtained by or on behalf of the Harris Parties; and (7) declaratory relief that Wasserman may recover judgment against the Debtors and their related entities and alter egos in the sum of 40% of the Harris Judgment, plus interest at the rate of \$29,315 per day from March 9, 2005.

⁴ A true and correct copy of the Attorney Lien Notice is attached as Exhibit "C" to the First Amended Complaint.

⁵ Since the payment of the \$1 million, Lydia and the Debtors have disagreed on whether that payment effectuated a full or partial payment under the purported settlement agreement, or whether a meeting of the minds occurred at all, so as to create a binding settlement agreement.

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 4
of 60

Conformed Copy

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10 Associated Attorneys for Plaintiff
WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
11
12
13
14

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

APR 04 2006
John A. Clarke, Executive Officer/Clerk
By **A LA FLEUR-CLAYTON**, Deputy

15 WASSERMAN, COMDEN,
CASSELMAN & PEARSON, L.L.P.,
16 Plaintiff,
17 v.
18 LYDIA HARRIS; LIFESTYLE
RECORDS, INC., NEW IMAGE MEDIA
19 CORP.; MARION H. KNIGHT, aka SUGE
KNIGHT; DEATH ROW RECORDS,
20 INC.; DEATH ROW RECORDS, L.L.C.;
THA ROW, INC.; DERMOT GIVENS;
21 KEVIN GILLIAM aka BATTLECAT;
AND DOES 1 through 100, Inclusive,
22 Defendants.

Case No. BC 340196
[Assigned to Judge Ronald M. Sohigian,
Dept. 41]

FIRST AMENDED COMPLAINT

Complaint Filed: September 21, 2005
Trial Date: April 17, 2006

GENERAL ALLEGATIONS

25 1. Plaintiff, WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
26 (hereinafter "WCCP") is a limited liability partnership organized and existing under the
27 laws of the State of California with its principal place of business in Tarzana, California.
28

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 5
of 60

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11 Associated Attorneys for Plaintiff
WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

15 WASSERMAN, COMDEN,
16 CASSELMAN & PEARSON, L.L.P.,
17 Plaintiff,
18 v.
19 LYDIA HARRIS; LIFESTYLE
20 RECORDS, INC., NEW IMAGE MEDIA
CORP.; MARION H. KNIGHT, aka SUGE
KNIGHT; DEATH ROW RECORDS,
INC.; DEATH ROW RECORDS, L.L.C.;
21 THA ROW, INC.; DERMOT GIVENS;
KEVIN GILLIAM aka BATTLECAT;
AND DOES 1 through 100, Inclusive,
22 Defendants.
Case No. BC 340196
[Assigned to Judge Ronald M. Sohigian,
Dept. 41]
FIRST AMENDED COMPLAINT
Complaint Filed: September 21, 2005
Trial Date: April 17, 2006

GENERAL ALLEGATIONS

25 1. Plaintiff, WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
26 (hereinafter "WCCP") is a limited liability partnership organized and existing under the
27 laws of the State of California with its principal place of business in Tarzana, California.

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 6
of 60

1 The law firm of Wasserman, Comden, Casselman & Pearson, L.L.P., changed its name
2 effective January 1, 2006. It is now known as Wasserman, Comden & Casselman, L.L.P.

3 2. Defendants LYDIA HARRIS (hereinafter "HARRIS"), MARION H.
4 KNIGHT, aka SUGE KNIGHT (hereinafter "KNIGHT"), DERMOT GIVENS (hereinafter
5 "GIVENS") and KEVIN GILLIAM aka BATTLECAT (hereinafter "GILLIAM") are
6 individuals who, at all material times resided in Los Angeles County, California.

7 3. Plaintiff is informed and believes and thereon alleges that the remaining
8 defendants, LIFESTYLE RECORDS, INC., NEW IMAGE MEDIA CORP., DEATH
9 ROW RECORDS, INC., DEATH ROW RECORDS, L.L.C., and THA ROW, INC. are
10 business entities who were or are authorized to transact business in the State of California.

11 4. Plaintiff is ignorant of the true names and capacities of defendants sued
12 herein as Does 1 through 100 and therefore sues these defendants by such fictitious names.
13 Plaintiff will amend this pleading to allege the true names and capacities of such Does
14 when ascertained. The conduct of Does I through 100 proximately caused damages to
15 plaintiff as alleged herein. DOES 1 through 25 are the alter egos of LYDIA HARRIS,
16 LIFESTYLE RECORDS, INC. and NEW IMAGE MEDIA CORP. (hereinafter "The
17 HARRIS Defendants"). DOES 26 through 50 are the alter egos of MARION H. KNIGHT,
18 aka SUGE KNIGHT and DEATH ROW RECORDS, INC. (hereinafter "The KNIGHT
19 Defendants"). DOES 51 through 75 are the alter egos of GILLIAM. Does 76-100 are the
20 persons and entities that knowingly interfered with plaintiffs contractual lien rights.

21 5. On or about January 25, 2002, plaintiff and defendant HARRIS entered into
22 a written Contingency Fee Agreement in Los Angeles County, California whereby plaintiff
23 agreed to represent HARRIS in connection with liability claims against MARION H.
24 KNIGHT, aka SUGE KNIGHT and his related entity DEATH ROW RECORDS, INC, and
25 in connection with liability claims against GILLIAM. A copy of that written retainer
26 agreement is attached as Exhibit F, and is incorporated herein by this reference.

27 6. Some of the material terms of the Contingency Fee Agreement include that
28 WCCP was authorized to incur reasonable costs and expenses in performing legal services

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 7
of 60

1 and that "[HARRIS] agrees to reimburse [WCCP] for such costs and expenses in addition
2 to the contingency fee. . ."

3 7. HARRIS discussed and agreed to a forty percent (40%) contingency fee and
4 acknowledged that the fee arrangement was fair and reasonable.

5 8. HARRIS specifically negotiated a contingency fee arrangement and agreed
6 to allow a lien upon any recovery for payment of attorneys' fees, "to secure payment to
7 Attorney of all sums due under this Agreement for services rendered or costs advanced,
8 Client hereby grants Attorney a lien on Client's claim and any cause of action or lawsuit
9 filed thereon, and to any recovery Client may obtain, whether by settlement, judgment or
10 otherwise."

11 9. Plaintiff has performed all conditions, covenants and promises of the
12 Agreement, and represented HARRIS vigorously and competently in her litigation against
13 the KNIGHT Defendants. On February 26, 2002, plaintiff prepared and filed a complaint
14 for damages on behalf of The HARRIS Defendants, Los Angeles Superior Court Case
15 Number BC268857.

16 10. Plaintiff prosecuted the HARRIS lawsuit from February 26, 2002, through
17 March 9, 2005 when the Court entered a money judgment in favor of HARRIS and her
18 related business entity NEW IMAGE MEDIA CORP. and against The KNIGHT
19 Defendants in the sum of \$107 million (\$45 million for economic damages, \$2 million for
20 non-economic damages and \$60 million for punitive damages). A copy of the Judgment is
21 attached hereto and incorporated herein by reference as Exhibit A. In addition, on March
22 26, 2004, the Court entered judgment in favor of HARRIS and her related business entity
23 NEW IMAGE MEDIA CORP. and against GILLIAM in the sum of \$760,000 plus interest
24 (attached as Exhibit C).

25 11. On or about May 19, 2005, HARRIS discharged plaintiff as her attorney. On
26 or about May 20, 2005, HARRIS filed a Substitution of Attorney with the Court indicating
27 that she was representing herself.

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Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 8
of 60

1 12. On May 19, 2005, plaintiff filed and served on defendants a Notice of
2 Attorney Lien equal to forty percent (40%) of any and all gross recovery, payments or
3 consideration of any kind or nature paid or transferred in satisfaction, in whole or in part,
4 of the Judgment against KNIGHT, et al., entered in LASC Case No. BC268857 (40% of
5 \$107 million, plus interest accruing at the rate of \$29,315.00 per day), plus costs expended
6 in the sum of \$213,890.27. (Exhibit C.) On September 9, 2005, plaintiff filed and served
7 on GILLIAM a Notice of Lien in the sum of \$304,000.00 plus interest. (Exhibit D.)

8 13. On June 17, 2005, HARRIS filed with the Court a "Notice of Settlement"
9 which represents that HARRIS and KNIGHT had agreed to a conditional settlement on
10 "specified terms that are not to be performed within 45 days of the settlement." The Notice
11 states that a Request for Dismissal will be filed no later than May 27, 2005 (40 days
12 earlier). By the terms of the "Notice of Settlement," the negotiations and settlement itself
13 occurred before a Substitution of Attorney was filed. None of the defendants notified
14 plaintiff of any such negotiations or settlement and the defendants have, affirmatively
15 concealed the fact of such negotiations and the settlement terms.

16 14. It was reported on August 29, 2005 in the Los Angeles Times that HARRIS
17 has received the sum of \$1.2 million as a result of the lawsuit. A "settlement" in the sum
18 of \$1 million is reported by counsel for KNIGHT in this action. Plaintiff has received no
19 compensation for professional services rendered.

20 15. Plaintiff has requested and defendants have refused to disclose the material
21 terms of the settlement or make any payment to the plaintiff. Plaintiff is informed and
22 believes and thereon alleges that HARRIS and The KNIGHT Defendants conspired to
23 conceal the true terms of any settlement agreement (if any), and the true sum(s) of any
24 payment(s) from plaintiff, and that the defendants willfully and intentionally executed one
25 or more settlement agreements, all in disregard of plaintiff's valid lien rights. Plaintiff is
26 informed and believes and thereon alleges that HARRIS and The KNIGHT Defendants
27 deliberately chose not to file a Partial Satisfaction of Judgment in order to conceal the
28 material terms of the settlement from plaintiff.

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 9
of 60

1 16. Plaintiff is informed, and thereon alleges, that HARRIS negotiated a secret
2 settlement agreement with the KNIGHT defendants that resulted in HARRIS being paid at
3 least \$1 million by the KNIGHT defendants. (HARRIS and the KNIGHT Defendants have
4 since disagreed on whether that payment effectuated a full or partial payment under their
5 settlement agreement, or whether a meeting of the minds occurred at all, so as to create a
6 binding settlement agreement. Both parties have admitted that the \$1 million was
7 transferred from the KNIGHT Defendants to HARRIS to satisfy, in full or in part, the
8 Judgment.) HARRIS claims, or has claimed, that she, through other counsel, Dermot
9 Damien Givens, negotiated a purported settlement with the KNIGHT Defendants that
10 would result in the KNIGHT Defendants paying her consideration including, among other
11 things, the greater of \$5.8 million paid to her annually on a specified date over five years,
12 or the income generated from certain specified songs or intellectual properties owned by
13 the KNIGHT Defendants.

14 17. On further information and belief, plaintiff alleges that HARRIS has
15 received other sums and assets from the KNIGHT Defendants, in partial satisfaction of the
16 Judgment, the value of which is subject to proof at trial but which is believed to total not
17 less than \$2 million. Accordingly, plaintiff claims damage against HARRIS in the sum of
18 40 percent of any gross recoveries she obtained, or may obtain in the future, from all or
19 any of the KNIGHT Defendants.

20 18. As a result of this, plaintiff has been damaged by HARRIS' failure and
21 refusal to pay for all or part the attorneys' fees called for in the Retainer Agreement,
22 including but not limited to payment of forty percent (40%) of any and all gross recovery,
23 payments or consideration of any kind paid to HARRIS to date. Other defendants have
24 similarly caused damage by failing and refusing to acknowledge plaintiff's lien rights, or
25 to actually pay or reserve any of the funds paid to HARRIS to satisfy the lien for attorneys'
26 services properly put into place by plaintiff.

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Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 10
of 60

1 FIRST CAUSE OF ACTIONFOR BREACH OF CONTRACT

2 (Against Lydia Harris, Lifestyle Records, Inc., New Image Media Corp. and
3 Does 1 through 25, Inclusive)

4 19. Plaintiff incorporates by this reference all allegations and facts alleged in
5 paragraphs 1 through 18, above.

6 20. On or about January 25, 2002, plaintiff and defendant HARRIS entered into
7 a written Contingency Fee Agreement in Los Angeles County, California whereby plaintiff
8 agreed to represent HARRIS in connection with liability claims against MARION H.
9 KNIGHT, aka SUGE KNIGHT and his related entity DEATH ROW RECORDS, INC, and
10 in connection with liability claims against GILLIAM. A copy of that written retainer
11 agreement, attached as Exhibit F, is incorporated herein in full by this reference.

12 21. Some of the material terms of the Contingency Fee Agreement include that
13 WCCP is authorized to incur reasonable costs and expenses in performing legal services
14 and that "[HARRIS] agrees to reimburse [WCCP] for such costs and expenses in addition
15 to the contingency fee..." The contingency fee negotiated by HARRIS was for forty
16 percent (40%); HARRIS acknowledged that the fee arrangement is fair and reasonable.

17 22. The Contingency Fee Agreement negotiated by HARRIS further specifically
18 included language granting plaintiff a lien upon any recovery, for payment of plaintiff's
19 attorneys' fees, "to secure payment to Attorney of all sums due under this Agreement for
20 services rendered or costs advanced, Client hereby grants Attorney a lien on Client's claim
21 and any cause of action or lawsuit filed thereon, and to any recovery Client may obtain,
22 whether by settlement, judgment or otherwise."

23 23. Plaintiff has performed all conditions, covenants and promises of the
24 Agreement. On February 26, 2002, plaintiff prepared and filed a complaint for damages
25 on behalf of The HARRIS Defendants, Los Angeles Superior Court Case Number
26 BC268857.

27 24. Plaintiff prosecuted the HARRIS lawsuit from February 26, 2002 through
28 March 9, 2005 when the Court entered a money judgment in favor of HARRIS and her

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 11
of 60

1 related business entity NEW IMAGE MEDIA CORP. and against The KNIGHT
2 Defendants in the sum of \$107 million (\$45 million for economic damages, \$2 million for
3 non-economic damages and \$60 million for punitive damages). A copy of the Judgment is
4 attached hereto and incorporated herein by reference as Exhibit A. In addition, on March
5 26, 2004, the Court entered judgment in favor of HARRIS and her related business entity
6 NEW IMAGE MEDIA CORP. and against GILLIAM in the sum of \$760,000 plus interest.
7 (Exhibit B.)

8 25. On or about May 19, 2005, HARRIS discharged plaintiff as her attorney. On
9 or about May 20, 2005, HARRIS filed a Substitution of Attorney with the Court indicating
10 that she was representing herself.

11 26. On May 19, 2005, plaintiff filed and served on defendants a Notice of
12 Attorney Lien equal to forty percent (40%) of any and all gross recovery, payments or
13 consideration of any kind or nature paid or transferred in satisfaction, in whole or in part,
14 of the Judgment against KNIGHT, et al., entered in LASC Case No. BC268857 (40% of
15 \$107 million plus interest accruing at the rate of \$29,315.00 per day) plus costs expended
16 in the sum of \$213,890.27. (Exhibit C.) On September 9, 2005, plaintiff filed and served
17 on GILLIAM a Notice of Lien in the sum of \$304,000.00 plus interest. (Exhibit D.)

18 27. On June 17, 2005, HARRIS filed with the Court a "Notice of Settlement"
19 which represents that HARRIS and KNIGHT had agreed to a conditional settlement on
20 "specified terms that are not to be performed within 45 days of the settlement." The
21 Notice states that a Request for Dismissal will be filed no later than May 27, 2005 (40 days
22 earlier). By the terms of the "Notice of Settlement," the negotiations and settlement itself
23 occurred before a Substitution of Attorney was filed. None of the defendants notified
24 plaintiff of any such negotiations or settlement and the defendants have, affirmatively
25 concealed the fact of such negotiations and the settlement terms.

26 28. The HARRIS Defendants have breached the material terms of the
27 Contingency Fee Agreement by, among other things, failing and refusing to pay plaintiff
28 for professional legal services rendered on her behalf.

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document of 60 Page 12

1 29. As a result of HARRIS' breach of contract, plaintiff has been damaged by
2 HARRIS' failure and refusal to pay for all or part the attorneys' fees called for in the
3 Retainer Agreement, including but not limited to payment of forty percent (40%) of any
4 and all gross recovery, payments or consideration of any kind paid to HARRIS to date.

5 30. Plaintiff is informed, and thereon alleges, that its damages include, but are
6 not limited to, HARRIS's failure and refusal to pay anything at all to plaintiff out of the \$1
7 million secret purported settlement paid by or through the KNIGHT Defendants to
8 HARRIS in or about June 2005. Refusal to pay any sum at all to the plaintiff out of that \$1
9 million violates plaintiff's lien rights, and is a breach of HARRIS' Retainer Fee
10 Agreement with plaintiff. No other payments have been made by HARRIS to plaintiff
11 from any other payments or transfers made to HARRIS by or on behalf of the KNIGHT
12 Defendants (if any), in further violation of plaintiff's lien rights and in further breach of
13 HARRIS' Retainer Fee Agreement with plaintiff.

SECOND CAUSE OF ACTION

QUANTUM MERUIT

(Plaintiff vs. The HARRIS Defendants and DOES 1 Through 25, Inclusive)

17 31. Plaintiff incorporates herein by reference paragraphs 1 through 18 of this
18 First Amended Complaint as though fully set forth herein.

19 32. Within the past two years, plaintiff rendered legal services to The HARRIS
20 Defendants and incurred costs in connection with those legal services at the special request
21 of the HARRIS Defendants. The HARRIS Defendants promised to pay plaintiff for those
22 legal services and costs. Neither the HARRIS Defendants nor plaintiff reasonably
23 expected or believed that plaintiff would provide legal services, and prepay legal costs, on
24 behalf of the HARRIS Defendants for no compensation at all.

25 33. Upon plaintiff's information and belief, the reasonable value of the services
26 and unpaid costs incurred by plaintiff for the benefit of The HARRIS Defendants may
27 exceed \$10 million.

28

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document of 60 Page 13

Plaintiff has repeatedly demanded from the HARRIS Defendants information concerning any purported settlement with The KNIGHT Defendants, or the receipt of payments from or on behalf of the KNIGHT Defendants. The HARRIS Defendants have refused and continue to refuse to provide completely and accurately any such information, or pay any sums for the reasonable value of professional services rendered on behalf of HARRIS.**THIRD CAUSE OF ACTION**

FOR MONEY HAD AND RECEIVED

FOR MONEY HAD AND RECEIVED

(Plaintiff vs. The HARRIS Defendants and DOES 1 Through 25, Inclusive)

9 35. Plaintiff incorporates herein by reference paragraphs 1 through 18 of this
10 First Amended Complaint as though fully set forth herein.

11 36. Plaintiff is informed and believes and thereon alleges that as a proximate
12 result of professional legal services performed by plaintiff on behalf of The HARRIS
13 Defendants, The HARRIS Defendants received payments or other consideration in full or
14 partial satisfaction of the \$107 million judgment against The KNIGHT Defendants.

15 37. In equity and in good conscience, forty percent (40%) of any recovery to
16 HARRIS should be paid to plaintiff.

17 38. The HARRIS Defendants have refused to pay anything to plaintiff for the
18 attorneys' fees it incurred, in good faith, on her behalf, and in reliance on HARRIS'
19 written promise to pay plaintiff forty (40) percent of any recovery she obtained against the
20 KNIGHT Defendants. One or more of The HARRIS Defendants received a sum of money
21 from or on behalf of the KNIGHT Defendants, in full or partial satisfaction of the
22 Judgment; upon information and belief, plaintiff contends that this sum was at least \$1
23 million. HARRIS, the KNIGHT Defendants, and Dermot Damien Givens concede that at
24 least \$1 million was paid by or on behalf of the KNIGHT Defendants to HARRIS, and that
25 no notice of that settlement or payment was given to plaintiff. No fees have been paid to
26 plaintiff from any other transfer of money or assets to or on behalf of the HARRIS
27 Defendants by or on behalf of the KNIGHT Defendants, with the actual knowledge and
28 assistance of their attorney, Dermot Damien Givens, in full or partial satisfaction of the

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 14
of 60.

1 Judgment. The HARRIS Defendants have instead concealed the terms of any purported
2 settlement with the KNIGHT Defendants from plaintiff, or has hidden the fact of payments
3 made to or on behalf of the HARRIS Defendants from or on behalf of the KNIGHT
4 Defendants.

5

6 **FOURTH CAUSE OF ACTION**

7 **FOR AN ACCOUNTING**

8 **(Plaintiff vs. All Defendants)**

9 39. Plaintiff incorporates herein by reference paragraphs 1 through 18, and 36
10 through 38 of this First Amended Complaint as though fully set forth herein.

11 40. Plaintiff has demanded an accounting of any and all gross recovery,
12 payments or consideration of any kind or nature paid or transferred in satisfaction, in
13 whole or in part, of the Judgment entered in LASC Case No. BC268857. The defendants,
14 and each of them, have refused to provide any accounting of the consideration agreed to or
15 paid. Plaintiff therefore now requests that this court order a full and complete accounting
16 of all sums or assets received by or on behalf of any of The HARRIS Defendants, or any of
17 their agents or persons acting on their behalf, from or on behalf of any of the KNIGHT
18 Defendants, or from any other entity or source, in partial or full satisfaction of the
19 Judgment.

20

21 **FIFTH CAUSE OF ACTION**

22 **INTERFERENCE WITH CONTRACT**

23 **(Plaintiff vs. The KNIGHT Defendants, THA ROW RECORDS, LLC,
24 THA ROW, INC., DERMOT GIVENS and DOES 26 Through 100, Inclusive)**

25 41. Plaintiff incorporates herein by reference paragraphs 1 through 18 of this
26 First Amended Complaint as though fully set forth herein.

27 42. Defendants MARION H. KNIGHT, aka SUGE KNIGHT, DEATH ROW
28 RECORDS, INC., DEATH ROW RECORDS, LLC, THA ROW, INC., DERMOT

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 15
of 60

1 GIVENS, LYDIA HARRIS, LIFESTYLE RECORDS, INC., NEW IMAGE MEDIA
2 CORP. and DOES 26 through 100 were served with notice of plaintiffs lien on May 19,
3 2005. Defendant GILLIAM and DOES 70 through 80 were served with Notice of Lien on
4 the GILLIAM Judgment on September 9, 2005. The defendants, and each of them, by and
5 through their authorized representatives, had actual knowledge of plaintiffs valid contract
6 and lien.

7 43. Plaintiff is informed and believes and thereon alleges that the judgment
8 debtors (The KNIGHT Defendants) and their attorney, DERMOT GIVENS, conspired
9 with HARRIS to deprive plaintiff of its lien rights. Plaintiff is informed and believes and
10 thereon alleges that The KNIGHT Defendants, DERMOT GIVENS and Does 26 through
11 100 caused payments or other consideration to be made to HARRIS pursuant to the
12 judgment without notice to plaintiff and without satisfying any portion of plaintiffs valid
13 lien. The Knight defendants and GIVENS made it more difficult, expensive or
14 burdensome to collect fees and costs which were earned. The Knight defendants and
15 GIVENS either intended to prevent Harris from performing her contractual obligations to
16 plaintiff or knew that collection of fees and costs would be more expensive or burdensome
17 as a result of their conduct.

18 44. The KNIGHT Defendants, GIVENS and Does 26 through 100 intentionally
19 interfered with plaintiffs valid contractual and/or equitable lien in an amount equal to the
20 payment or other consideration which has passed or will pass between KNIGHT and
21 GILLIAM on the one hand and HARRIS on the other hand.

22 45. Plaintiff is informed and believes and thereon alleges that The KNIGHT
23 Defendants have provided payments or other consideration to HARRIS with a value in
24 excess of \$2 million. Accordingly, plaintiff alleges that, to date, said defendants'
25 intentional interference with plaintiff's contractual lien rights has caused damage to
26 plaintiff in a sum exceeding \$1,013,890.27, or forty (40) percent of any actual payments
27 made by or on behalf of the KNIGHT Defendants to the HARRIS Defendants, plus
28 interest.

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document of 60 Page 16

SIXTH CAUSE OF ACTION

FOR ORDER GRANTING EQUITABLE ASSIGNMENT OF JUDGMENTS

(Plaintiff vs. The KNIGHT Defendants, GILLIAM, Lydia Harris, and

DOES 1 Through 25

and DOES 50 through 75, Inclusive)

46. Plaintiff incorporates herein by reference paragraphs 1 through 18 and 36 through 38 of this First Amended Complaint as though fully set forth herein.

47. HARRIS discharged plaintiff without cause after entry of judgment in the sum of \$107 million against The KNIGHT Defendants.

10 48. Plaintiff is informed and believes and thereon alleges that HARRIS
11 discharged plaintiff for the primary purpose of concealing payments and violating
12 plaintiffs contractual right to collect a contingency fee based upon any recovery in the
13 underlying lawsuit, as well as in violation of its rights as set forth in the May 19, 2005
14 Notice of Lien, as well as violating plaintiffs rights to a contingent fee from any recovery
15 against GILLIAM.

16 49. Plaintiffs contract with HARRIS created a lien upon the recovery whether by
17 settlement or judgment. By reason of the professional services rendered, plaintiff is an
18 equitable assignee of the judgments or settlements to the extent of fees and costs which are
19 due plaintiff for services. [Siciliano v. Fireman's Fund Ins. Co. (1976) 62 Cal.App.3d
20 745.]

21 50. Plaintiff is informed and believes and thereon alleges that it is entitled to an
22 equitable assignment of forty (40) percent of the judgments against The KNIGHT
23 Defendants and GILLIAM, and/or forty (40) percent of any settlement or other recoveries
24 obtained by or on behalf of the HARRIS Defendants from or on behalf of the KNIGHT
25 Defendants.

LAW OFFICES
HAIGHT, BROWN &
BONESTEEL, LLP
Los Angeles

WC11-000007
3123884.1

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 17
of 60

1 SEVENTH CAUSE OF ACTION FOR DECLARATORY RELIEF

2 (Plaintiff vs. All Defendants)

3 51. Plaintiff incorporates herein by reference paragraphs 1 through 18 and 36
4 through 38 of this First Amended Complaint as though fully set forth herein.

5 52. Plaintiff alleges that it has a valid lien on any and all recovery, payments, or
6 consideration of any kind or nature paid in satisfaction of the judgment against The
7 KNIGHT Defendants for forty percent (40%) of \$107 million plus interest at the rate of
8 \$29,315.00 per day plus costs expended in the sum of \$213,890.27. Plaintiff alleges that it
9 has a valid lien on any and all recovery, payments, or consideration of any kind or nature
10 paid in satisfaction of the judgment against GILLIAM for forty percent (40%) of
11 \$760,000.00 plus interest at the rate of \$208.22 per day plus costs as aforementioned.

12 Plaintiff is informed and believes and thereon alleges that defendants contend that they had
13 or have the right to disregard plaintiffs lien and that KNIGHT and/or GILLIAM can make
14 payments in partial or total satisfaction of the judgment without paying anything to
15 plaintiff. Plaintiff contends to the contrary:

16 53. Plaintiff contends that any settlement agreement between The KNIGHT
17 Defendants and HARRIS and/or any settlement between GILLIAM and HARRIS is void
18 to the extent that it purports to release, extinguish, impair or modify plaintiffs vested rights
19 to recover forty percent (40%) of the judgment plus costs as reflected in the attorney liens
20 served on May 19, 2005 and September 9, 2005.

21 54. Plaintiff is informed and believes and thereon alleges that defendants
22 contend that they have or had the right to disregard, impair, release, diminish or extinguish
23 the lien rights of plaintiff.

24 55. Plaintiff contends that any agreement between the defendants that was made
25 without the consent of plaintiff is a nullity as to plaintiff because any such agreement was a
26 fraud upon plaintiff, was made with unclean hands and without any consideration to
27 plaintiffs vested interests. Plaintiff is informed and believes and thereon alleges that
28 defendants contend to the contrary.

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 18
of 60

1 56. Plaintiff requests a judicial declaration that plaintiff may recover judgment
2 against The KNIGHT Defendants and its related entities and alter egos in the sum of forty
3 percent (40%) of \$107 million plus interest at the rate of \$27,315.00 per day from March
4 9, 2005. Plaintiff also requests a judicial declaration that plaintiff may recover judgment
5 against GILLIAM in the sum of forty percent (40%) of \$760,000 plus interest at the rate of
6 \$208.22 per day from February 5, 2004.

7 WHEREFORE, plaintiff prays for judgment as follows:

8 1. For special damages in the sum of \$42,800,000.00 plus interest jointly and
9 severally against The HARRIS Defendants, The KNIGHT Defendants and DERMOT
10 GIVENS, or according to proof;

11 2. For special damages in the sum of \$304,000.00 plus interest from GILLIAM,
12 or according to proof, and

13 3. For a judgment assigning to plaintiff forty percent (40%) of the March 9,
14 2005 judgment against MARION H. KNIGHT and DEATH ROW RECORDS, INC.,
15 and/or;

16 4. For a judgment assigning to plaintiff forty percent (40%) of the March 26,
17 2004 judgment against GILLIAM. Further, plaintiff requests:

18 5. A judicial declaration that any agreement by and between the defendants
19 which purports to affect the rights of the plaintiff is void;

20 6. The imposition of a constructive trust upon any proceeds paid to The
21 HARRIS Defendants in satisfaction of the judgments;

22 7. An accounting, requiring the defendants to disclose to plaintiff the exact
23 arms of any and all settlement agreements reached between the defendants and any
24 consideration paid in satisfaction of the judgment;

25 8. A temporary restraining order, preliminary injunction and/or permanent
26 injunction freezing and/or attaching the assets of the defendants up to plaintiffs interest in
27 the underlying judgments;

28 9. Its costs of suit;

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 19
of 60

1 10. Prejudgment interest, as provided by law; and

2 11. Such further relief which is just and proper.

3 Dated: April 3, 2006

HAIGHT BROWN & BONESTEEL LLP;
WASSERMAN, COMDEN &
CASSELMAN, L.L.P.

5 By:

6 Peter Q. Ezzell
7 Nancy E. Lucas
8 Stephen M. Caine;
9 David B. Casselman
10 Leonard J. Comden
11 Attorneys for Plaintiff WASSERMAN,
12 COMDEN, CASSELMAN &
13 PEARSON, L.L.P.

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 20
of 60

LIST OF EXHIBITS

- A. Judgment in favor of HARRIS and NEW IMAGE MEDIA CORP. and against MARION H. KNIGHT, aka SUGE KNIGHT and DEATH ROW RECORDS, INC.
- B. March 26, 2004, Court judgment in favor of HARRIS and her related business entity NEW IMAGE MEDIA CORP. and against GILLIAM in the sum of \$760,000 plus interest.
- C. May 19, 2005 Notice of Attorney Lien equal to forty percent (40%) of any and all gross recovery, payments or consideration of any kind or nature paid or transferred in satisfaction, in whole or in part, of the Judgment against KNIGHT, et al. entered in LASC Case No. BC268857 (40% of \$107 million plus interest accruing at the rate of \$29,315.00 per day) plus costs expended in the sum of \$213,890.27.
- D. September 9, 2005 Notice of Attorney Lien filed September 9, 2005 in the sum of \$304,000.00, plus interest.
- E. Notice of Settlement, filed June 17, 2005.
- F. Contingency Fee Agreement.

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document of 60 Page 21

PROOF OF SERVICE BY MAIL

3 STATE OF CALIFORNIA }
4 COUNTY OF LOS ANGELES } ss.

5 WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS
BC 340196

6 I am employed in the County of Los Angeles, State of California. I am over the age
7 of 18 and not a party to the within action. My business address is 6080 Center Drive, Suite
800, Los Angeles, CA 90045-1574.

On April 3, 2006, I served on interested parties in said action the within:

FIRST AMENDED COMPLAINT

(MAIL) by placing a true copy thereof in sealed envelope(s) addressed as stated on the attached service list.

13 I am readily familiar with this firm's practice of collection and processing
correspondence for mailing. Under that practice it would be deposited with the U.S. postal
14 service on that same day with postage thereon fully prepaid at Los Angeles, California, in
the ordinary course of business. I am aware that on motion of party served, service is
15 presumed invalid if postal cancellation date or postage meter date is more than 1 day after
date of deposit for mailing in affidavit.

16 Executed on April 3, 2006, at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

19 Theresa Welsch
20 (Type or print name)

(Signature)

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 22
of 60

1 MAILING LIST
2 WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS
2 BC 340196

3 David B. Casselman 4 Wasserman Comden, Casselman & Pearson 5 5567 Reseda Blvd., #330 5 Tarzana, CA 91357	6 Gary S. Soter 7 Pearson, Soter, Warshaw & Penny 8 15165 Ventura Blvd., #400 9 Sherman Oaks, CA 91403
6 Tel: 818-705-6800 7 Fax: 818-705-8634 7 hblum@wcclaw.com	6 Tel: 818-788-8300 7 Fax: 818-788-8104 7 gsoter@pswplaw.com
8	8
9 Kevin Gilliam 10 1502 South Alpine Dr. 10 West Covina, CA 91791	9
11 [Pro Per]	11
12	12
13	13

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LAW OFFICES
HAIGHT, BROWN &
BONESTEEL, LLP.
Los Angeles

WC11-000007
3123884.1

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document of 60 Page 23

PROOF OF SERVICE BY OVERNIGHT DELIVERY

3 STATE OF CALIFORNIA }
4 COUNTY OF LOS ANGELES } SS.:

5 WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS
BC 340196

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 6080 Center Drive, Suite 800, Los Angeles, CA 90045-1574.

On April 3, 2006, I served on interested parties in said action the within:

FIRST AMENDED COMPLAINT

I deposited in a box or other facility regularly maintained by Federal Express, an express service carrier, or delivered to a courier or driver authorized by said express service carrier to receive documents, a true copy of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed as stated on the attached service list, with fees for overnight delivery paid or provided for.

Executed on April 3, 2006, at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Theresa Welsch
(Type or print name)

(Signature)

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 24
of 60

1 MAILING LIST
2 WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS
3 BC 340196

4 Rex Julian Beaber Dermot Damian Givens
1546 Calmar Court 433 North Camden Dr., #600
4 Los Angeles, CA 90024 Beverly Hills, CA 90210
5 Tel: 557-1198 Tel: 310-854-8823
Fax: 323-878-0416
6 Xerxers@aol.com dermotg@aol.com
7 Debra V. Crawford Steven M. Goldberg
P.O. Box 373, SW Mission & 4th, #5 Russ, August & Kabat
8 Carmel, CA 93921-0373 12424 Wilshire Blvd., 12th Floor
9 Tel: 831-624-2422 Los Angeles, CA 90025
Fax: 831-624-2428 Tel: 310-979-8274
10 ddvcrawford@earthlink.net Fax: 310-826-6991
11 Laurence D. Strick Larry Nagelberg
12 Law Office of Laurence D. Strick Nagelberg & Associates
339 N. Sycamore Ave., # 2 The Tower, Suite 2150
13 Los Angeles, CA 90036 10940 Wilshire Blvd.
14 Tel: (323) 964-5231 Los Angeles, CA 90024
15 Fax: (323) 964-8135 Tel: (310) 208-3220
16 larrystrick@yahoo.com Fax: (310) 208-3830
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Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 25
of 60

EXHIBIT A

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 26
of 60

1 DAVID B. CASSELMAN (SBN 81657)
2 DONALD WEISSMAN (SBN 67980)
3 WASSERMAN, COMDEN, CASSELMAN & PEARSON LLP
4 5567 Reseda Boulevard, Suite 330
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6 Tarzana, California 91357-7033
7 Telephone: (818) 705-6800 • (323) 872-0995
8 Facsimile: (818) 705-8147

9 Attorneys for Plaintiffs
10 LYDIA HARRIS and NEW IMAGE MEDIA
11 CORPORATION

FILED
APR 14 2005
JOHN A. CLARKE, CLERK
E. Martinez
BY ELIZABETH MARTINEZ, DEPUTY

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF LOS ANGELES

14 WASSERMAN, COMDEN, CASSELMAN & PEARSON LLP,
15 5567 RESEDA BOULEVARD, SUITE 330
16 P.O. BOX 7033
17 TARZANA, CALIFORNIA 91357-7033

18 LYDIA HARRIS, LIFESTYLE
19 RECORDS, INC., AND NEW IMAGE
20 MEDIA CORP.

CASE NO. BC 268857

21 Plaintiffs,
22 v.
23 KEVIN GILLIAM AKA BATTLECAT;
24 MARION H. KNIGHT AKA SUGE
25 KNIGHT; DEATH ROW RECORDS;
26 THA ROW, INC.; DAVID E. KENNER;
27 DAVID E. KENNER PROFESSIONAL
28 LAW CORPORATION; DAVID E.
KENNER, A PROFESSIONAL
CORPORATION; THE DAVID E.
KENNER TRUST; INTERSCOPE
RECORDS; JIMMY IOVINE; JOHN T.
MCCLAIN, JR.; A&M RECORDS; ET
AL.,
Defendants.

Case Assigned to:
Judge Ronald M. Sohigian - Dept. 41

[Complaint Filed: February 26, 2002]

NOTICE OF ENTRY OF JUDGMENT

29 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

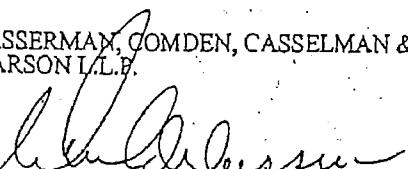
30 PLEASE TAKE NOTICE that pursuant to the Judgment dated March 9, 2005 (a true
31 and correct copy of which is attached hereto as Exhibit A), judgment was entered in the sum of
32 \$107,000,000.00, together with interest thereon at the rate of ten (10) percent per year from
33 March 9, 2005, in favor of LYDIA HARRIS and NEW IMAGE MEDIA CORP. and against

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 27
of 60

1 MARION H. KNIGHT, aka SUGE KNIGHT and DEATH ROW RECORDS.
2

3 DATED: April 13, 2005

WASSERMAN, COMDEN, CASSELMAN &
PEARSON LLP.

5
6 BY: 
7 I.DONALD WEISSMAN.
8 Attorneys for Plaintiffs
LYDIA HARRIS and NEW IMAGE MEDIA
CORPORATION

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WASSERMAN, COMDEN, CASSELMAN & PEARSON LLP.
555 TALESADA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

400205.1

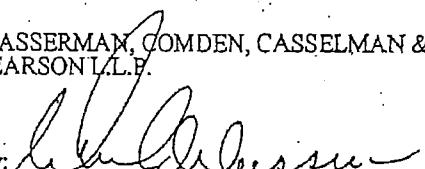
NOTICE OF ENTRY OF JUDGMENT

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 28
of 60

1 MARION H. KNIGHT, aka SUGE KNIGHT and DEATH ROW RECORDS.
2

3 DATED: April 13, 2005

4 WASSERMAN, COMDEN, CASSELMAN &
5 PEARSON L.L.P.

6 BY: 
7 I.DONALD WEISSMAN
8 Attorneys for Plaintiffs
LYDIA HARRIS and NEW IMAGE MEDIA
CORPORATION

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Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 29
of 60

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1 DAVID B. CASSELMAN (SBN 81657)
2 DONALD WEISSMAN (SBN 67980)
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9 Attorneys for Plaintiffs
10 LYDIA HARRIS and NEW IMAGE MEDIA
11 CORPORATION

FILED

APR 14 2005

JOHN A. CLARKE, CLERK

E. Martinez
BY ELIZABETH MARTINEZ, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES.

11 LYDIA HARRIS, LIFESTYLE CASE NO. BC 268857
12 RECORDS, INC., AND NEW IMAGE
13 MEDIA CORP..
14 Plaintiffs, Case Assigned to:
15 KEVIN GILLIAM AKA BATTLECAT;
16 MARION H. KNIGHT AKA SUGE
17 KNIGHT; DEATH ROW RECORDS;
18 THA ROW, INC.; DAVID E. KENNER;
19 DAVID E. KENNER PROFESSIONAL
20 LAW CORPORATION; DAVID E.
21 KENNER, A PROFESSIONAL
22 CORPORATION; THE DAVID E.
23 KENNER TRUST; INTERSCOPE
24 RECORDS; JIMMY IOVINE; JOHN T.
25 MCCLAIN, JR.; A&M RECORDS; ET
26 AL.,
27 Defendants.
28

NOTICE OF ENTRY OF JUDGMENT

23 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

24
25 PLEASE TAKE NOTICE that pursuant to the Judgment dated March 9, 2005 (a true
26 and correct copy of which is attached hereto as Exhibit A), judgment was entered in the sum of
27 \$107,000,000.00, together with interest thereon at the rate of ten (10) percent per year from
28 March 9, 2005, in favor of LYDIA HARRIS and NEW IMAGE MEDIA CORP. and against

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 30
of 60

ORIGINAL FILED

1 DAVID B. CASSELMAN (SBN 81657) MAR 09 2005
2 I.DONALD WEISSMAN (SBN 67980)
3 WASSERMAN, COMDEN, CASSELMAN & PEARSON LLP, LOS ANGELES
5567 Reseda Boulevard, Suite 330 SUPERIOR COURT
Post Office Box 7033
4 Tarzana, California 91357-7033
Telephone: (818) 705-6800 • (323) 872-0995
Facsimile: (818) 705-8147
5 Attorneys for Plaintiffs
6 LYDIA HARRIS and NEW IMAGE MEDIA
CORPORATION
7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES
10

WASSERMAN, COMDEN, CASSELMAN & PEARSON LLP,
5567 RESEDA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

11 LYDIA HARRIS, LIFESTYLE CASE NO. BC 268857
12 RECORDS, INC., AND NEW IMAGE
MEDIA CORP.,
13 Plaintiffs, Case Assigned to:
14 v. Judge Ronald M. Sohigian - Dept. 41
15 KEVIN GILLIAM AKA BATTLECAT; [Complaint Filed: February 26, 2002]
16 MARION H. KNIGHT AKA SUGE JUDGMENT
17 KNIGHT; DEATH ROW RECORDS;
18 THA ROW, INC.; DAVID E. KENNER;
19 DAVID E. KENNER PROFESSIONAL
LAW CORPORATION; DAVID E.
KENNER, A PROFESSIONAL
CORPORATION; THE DAVID E.
KENNER TRUST; INTERSCOPE
RECORDS; JIMMY IOVINE; JOHN T.
MCCLAIN, JR.; A&M RECORDS; ET
AL.,

21 Defendants.

23 Upon the Order striking the Answer of MARION H. KNIGHT, aka SUGE KNIGHT, AND
24 DEATH ROW RECORDS, INC., ~~DEATH ROW RECORDS, LLC, and THA ROW, INC.~~
25 to Plaintiffs' Complaint and entering default thereon, consideration of the Plaintiffs' Application
26 for Default Prove-up Damages and the supporting declarations of Lydia Harris, I.Donald
27 Weissman, Michael Harris and Phil Ames, and good cause appearing therefor,
28

EX A /

JUDGMENT

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 31
of 60

1 IT IS HEREBY ADJUDGED that judgment is entered in favor of plaintiffs, LYDIA
2 HARRIS and NEW IMAGE MEDIA CORP., and against defendants, MARION H. KNIGHT
3 ^{AND} aka SUGE KNIGHT, DEATH ROW RECORDS, INC., ~~DEATH ROW RECORDS, INC.~~,
4 ~~and THE ROW INC.~~, in the sum of \$ 45,000,000 for economic damages,
5 \$ 2,000,000 for non-economic damages, \$ 60,000,000 for punitive damages.

6
7 Further, PLAINTIFFS to recover costs pursuant to a memorandum of costs to be filed
8 pursuant to the statute, IN THE AMOUNT OF \$

9
10 Dated: MAR 09 2005

RONALD M. SOHIGIAN
11 JUDGE OF THE LOS ANGELES SUPERIOR COURT

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28
WASSERMAN, COMDEN, CASSELMAN & PEARSON LLP.
3567 N REEDDA BOULEVARD, SUITE 330
TARZANA, CALIFORNIA 91357-7033

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 32
of 60

1 PROOF OF SERVICE
2 Harris et al. v. Gilliam et al.
3 BC268857

4 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

5 I am employed in the County of LOS ANGELES, STATE OF CALIFORNIA. My
6 business address is: 5567 Reseda Boulevard, Suite 330, Post Office Box 7033, Tarzana,
7 California 91357-7033. I am over the age of 18 years and am not a party to this action.

8 On April 13, 2005, I served the following document(s) entitled NOTICE OF ENTRY
9 OF JUDGMENT on ALL INTERESTED PARTIES in this action:

10 Dermot Damian Givens, Esq.
11 433 N. Camden Dr., Ste. 600
12 Beverly Hills, CA 90210

13 Attorney for defendant MARION H.
14 KNIGHT, DEATH ROW RECORDS
15 and THA ROW, INC.

16 BY MAIL: By placing a true copy thereof in a sealed envelope addressed as
17 above, and placing it for collection and mailing following ordinary business
18 practices. I am readily familiar with the firm's practice of collection and
19 processing correspondence, pleadings, and other matters for mailing with the
United States Postal Service. The correspondence, pleadings and other matters are
deposited with the United States Postal Service with postage thereon fully prepaid
in Tarzana, California, on the same day in the ordinary course of business. I am
aware that on motion of the party served, service is presumed invalid if the postal
cancellation date or postage meter date is more than one day after date of deposit
for mailing in affidavit.

20 BY OVERNIGHT COURIER: I caused the above-referenced document(s) to be
delivered to _____ for delivery to the above address(es).

21 BY FAX: I transmitted a copy of the foregoing document(s) this date via
telecopier to the facsimile numbers shown above.

22 BY PERSONAL SERVICE: I served such envelope to be delivered by hand to
the offices of the addressee(s).

23 [State] I declare under penalty of perjury under the laws of the State of
California that the foregoing is true and correct.

24 [Federal] I declare that I am employed in the office of a member of the bar of
this court at whose direction the service was made.

25 Executed on April 13, 2005, at Tarzana, California.

26 
27 BILLIE J. TOWE
28

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 33
of 60

EXHIBIT B

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 34
of 60

COPY

1 DAVID B. CASSELMAN (SBN 81657)
2 I.DONALD WEISSMAN (SBN 67980)
3 WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
5567 Reseda Boulevard, Suite 330
Post Office Box 7033
Tarzana, California 91357-7033
Telephone: (818) 705-6800 • (323) 872-0995
Facsimile: (818) 705-8147

FILED
LOS ANGELES SUPERIOR COURT

MAR 26 2004

JOHN A. CLARKE, CLERK
R. McLo
BY R. McGLOTHLIN, DEPUTY

5 Attorneys for Plaintiffs
6 LYDIA HARRIS and NEW IMAGE MEDIA
CORPORATION

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

10
11 LYDIA HARRIS, LIFESTYLE
12 RECORDS, INC., AND NEW IMAGE
13 MEDIA CORP.,
14 Plaintiffs,
15 v.
16 KEVIN GILLIAM AKA BATTLECAT;
17 MARION H. KNIGHT AKA SUGE
KNIGHT; DEATH ROW RECORDS;
18 THA ROW, INC.; DAVID E. KENNER;
19 DAVID E. KENNER PROFESSIONAL
LAW CORPORATION; DAVID E.
KENNER, A PROFESSIONAL
CORPORATION; THE DAVID E.
KENNER TRUST; INTERSCOPE
RECORDS; JIMMY IOVINE; JOHN T.
MCCLAIN, JR.; A&M RECORDS; ET
AL.

CASE NO. BC 268857

Case Assigned to:
Judge David A. Workman - Dept. 40
[Complaint Filed: February 26, 2002]

ORDER CONFIRMING
ARBITRATION AWARD AND
JUDGMENT

Defendants.

23 ORDER
24
25 The petition of LYDIA HARRIS and NEW IMAGE MEDIA CORP. for an order
26 confirming an arbitration award came on regularly on February 5, 2004, at 8:30 a.m., in
27 Department 40 for hearing by the court.
28

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 35
of 60

Petitioners LYDIA HARRIS and NEW IMAGE MEDIA CORP. appeared by their
attorney of record, L.DONALD WEISSMAN, ESQ. of Wasserman, Comden, Casselman &
Pearson, L.L.P. Respondent KEVIN GILLIAM aka BATTLECAT, through his counsel of
record filed a Notice of Non-Opposition to Plaintiffs' Petition to Conform.

Proof having been made to the satisfaction of the court that the petition should be
granted, IT IS ORDERED that the award of Hon. William S. Schoettler (Retired) dated
December 24, 2003, is confirmed in all respects and that judgment be entered in conformity
therewith.

5567 RESEDA BOULEVARD, SUITE 230
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

DATED: March 26, 2004 By: David A. Workman
Judge of the Superior Court

DAVID A. WORKMAN

JUDGMENT

The award of Hon. William S. Schoettler (Retired) having been confirmed by order of this
court on February 5, 2004, IT IS ADJUDGED that petitioner NEW IMAGE MEDIA CORP.,
recover from respondent KEVIN GILLIAM aka BATTLECAT the sum of \$760,000.00, together
with interest thereon at the rate of ten (10) percent per year from February 5, 2004, and costs of
this proceeding in the sum of \$ _____.

DATED: March 26, 2004 By: David A. Workman
Judge of the Superior Court

DAVID A. WORKMAN

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 36
of 60

1 PROOF OF SERVICE
2 Harris et al. v. Gilliam et al.
3 BC268857

4 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:
5

6 I am employed in the County of LOS ANGELES, STATE OF CALIFORNIA. My business
7 address is: 5567 Reseda Boulevard, Suite 330, Post Office Box 7033, Tarzana, California 91357-7033.
8 I am over the age of 18 years and am not a party to this action.

9 On March 9, 2004 I served the following document(s) entitled ORDER CONFIRMING
10 ARBITRATION AWARD AND JUDGMENT on ALL INTERESTED PARTIES in this action:

11 Hayes F. Michel, Esq.
12 PROSKAUER ROSE LLP
13 2049 Century Park East, Suite 3200
14 Los Angeles, California 90067-3206
15 Tel.: (310) 557-2900
16 Fax: (310) 557-2193

17 Counsel for Kevin Gilliam, p/k/a
18 Battlecat

19 BY MAIL: By placing a true copy thereof in a sealed envelope addressed as above, and
20 placing it for collection and mailing following ordinary business practices. I am readily
21 familiar with the firm's practice of collection and processing correspondence, pleadings,
22 and other matters for mailing with the United States Postal Service. The correspondence,
23 pleadings and other matters are deposited with the United States Postal Service with
24 postage thereon fully prepaid in Tarzana, California, on the same day in the ordinary
25 course of business. I am aware that on motion of the party served, service is presumed
26 invalid if the postal cancellation date or postage meter date is more than one day after date
27 of deposit for mailing in affidavit.

28 BY OVERNIGHT COURIER: I caused the above-referenced document(s) to be
delivered to _____ for delivery to the above address(es).

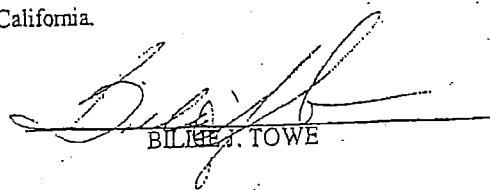
BY FAX: I transmitted a copy of the foregoing document(s) this date via telecopier to the
facsimile numbers shown above.

BY PERSONAL SERVICE: I served such envelope to be delivered by hand to the
offices of the addressee(s).

[State] I declare under penalty of perjury under the laws of the State of California
that the foregoing is true and correct.

[Federal] I declare that I am employed in the office of a member of the bar of this
court at whose direction the service was made.

29 Executed on March 9, 2004, at Tarzana, California.

30 
31 BILLY J. TOWE
32

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 37
of 60

EXHIBIT C

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 38
of 60

1 DAVID B. CASSELMAN (SBN 81657)
2 I.DONALD WEISSMAN (SBN 67980)
3 HOWARD S. BLUM (SBN 60609)
4 WASSERMAN, COMDEN, CASSELMAN & PEARSON
5 5567 Reseda Boulevard, Suite 330
Post Office Box 7033
6 Tarzana, California 91357-7033
Telephone: (818) 705-6800 • (323) 872-0995
Facsimile: (818) 705-8147

7 Attorneys for Plaintiffs
LYDIA HARRIS and NEW IMAGE MEDIA
CORPORATION

CONFIRMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

MAY 19 2005

John A. Clarke, Executive Officer/Clerk
By R. Araiza, Deputy
R. Araiza

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

10
11 LYDIA HARRIS, LIFESTYLE
12 RECORDS, INC., AND NEW IMAGE
13 MEDIA CORP.,

CASE NO. BC 268857

14 Plaintiffs,
v.
15 KEVIN GILLAM AKA BATTLECAT;
16 MARION H. KNIGHT AKA SUGE
KNIGHT; DEATH ROW RECORDS;
17 THA ROW, INC.; DAVID E. KENNER;
DAVID E. KENNER PROFESSIONAL
18 LAW CORPORATION; DAVID E.
KENNER, A PROFESSIONAL
CORPORATION; THE DAVID E.
KENNER TRUST; INTERSCOPE
19 RECORDS; JIMMY IOVINE; JOHN T.
MCCLAIN, JR.; A&M RECORDS; ET
20 AL.,

Case Assigned to:
Judge Ronald M. Sohigian - Dept. 41

[Complaint Filed: February 26, 2002]

NOTICE OF ATTORNEY LIEN

21 Defendants.

22
23 TO: JUDGMENT CREDITORS LYDIA HARRIS AND NEW IMAGE MEDIA CORP.;
24 JUDGMENT DEBTORS MARION H. KNIGHT AKA SUGE KNIGHT and DEATH ROW
25 RECORDS, INC.; DERMOT DAMIAN GIVENS AND ALL INTERESTED PARTIES:

26
27 PLEASE TAKE NOTICE that the law firm of Wasserman, Comden Casselman &
28 Pearson L.L.P. (hereinafter the "Firm"), hereby gives notice of its lien equal to forty percent

WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.
5567 RESEDA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 39
of 60

1 (40%) of any and all gross recovery, payments, or consideration of any kind or nature paid or
2 transferred in satisfaction, in whole or in part, of the judgment entered in the above-referenced
3 action in the principal sum of \$107,000,000.00, plus interest accruing at the rate of \$29,315.00
4 per day. Said percentage is to be applied after priority payment to the Firm of costs expended
5 in the sum of \$213,890.27

6

7 PLEASE TAKE FURTHER NOTICE that Wasserman, Comden, Casselman &
8 Pearson L.L.P. must be named as a co-payee on any instrument or WRITING satisfying, in
9 whole or in part, said judgment. Failure to include Wasserman, Comden, Casselman & Pearson
10 L.L.P. as a co-payee will subject the payor to liability for duplicate payment of the sums
11 transferred.

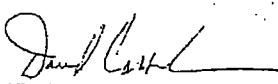
12

13 PLEASE TAKE FURTHER NOTICE that the judgment creditors must notify any
14 transferee or assignee of the judgment, or anyone claiming an interest in said judgment, of the
15 content and existence of this lien.

16 DATED: May 18, 2005

17 WASSERMAN, COMDEN, CASSELMAN &
18 PEARSON L.L.P.

19 By:

20 
DAVID B. CASSELMAN
21 Attorneys for Plaintiffs
22 LYDIA HARRIS and NEW IMAGE MEDIA
23 CORPORATION

24
25
26
27
28

WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.
5557 REEDDA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 40
of 60

1 PROOF OF SERVICE
2 *Lydia Harris v. Kevin Gilliam, et al.*
3 (LASC Case No. BC 268857)

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

4 I am employed in the County of LOS ANGELES, STATE OF CALIFORNIA. My
5 business address is: 5567 Reseda Boulevard, Suite 330, Post Office Box 7033, Tarzana,
California 91357-7033. I am over the age of 18 years and am not a party to this action.

6 On May 19, 2005, I served the following document(s) entitled NOTICE OF
7 ATTORNEY LIEN on ALL INTERESTED PARTIES in this action:

8 SEE ATTACHED LIST

9
10 WASSERMAN, COMDEN, CASSELMAN & PHARSON LLP.
11 5567 RESEDA BOULEVARD, SUITE 330
12 P.O. BOX 7033
13 TARZANA, CALIFORNIA 91357-7033

14 BY MAIL: By placing a true copy in a sealed envelope addressed as above,
15 and placing it in the collection box following ordinary business practices. I am
16 readily available for collection and processing correspondence
17 concerning matters for mailing with the United States
18 Postal Service. All correspondence, pleadings and other matters are deposited with
19 the United States Postal Service with postage thereon fully prepaid in Tarzana,
California, on the same day in the ordinary course of business. I am aware that on
motion of the party served, service is presumed invalid if the postal cancellation
date or postage meter date is more than one day after date of deposit for mailing in
an affidavit.

20 BY OVERNIGHT MAIL: I served the above-referenced document(s) to be
21 delivered to _____ by delivery to the above address(es).

22 BY FAX: I served a copy of the foregoing document(s) this date via telecopier
23 to the facsimile numbers shown above.

24 BY PERSONAL SERVICE: I served such envelope to be delivered by hand to the
25 offices of the addressee(s).

26 [State] I declare under penalty of perjury under the laws of the State of California
27 that the foregoing is true and correct.

28 I declare that I am employed in the office of a member of the bar of
this court at whose direction the service was made.

29 May 19, 2005, at Tarzana, California.

30 
Leslie Adler

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document of 60 Page 41

SERVICE LIST

Lydia Harris v. Kevin Gilliam, et al.
(LASC Case No. BC226857)

JASSELMAN, COMDEN CASSELMAN & PEARSON L.L.P.
5567 NESEDA BOULEVARD, SUITE 330
P.O. BOX 7033
TOMALINE, CALIFORNIA 93467-7033

Lydia Harris
 3910 Daphne Street
 Houston, TX 77021

Hayes F. Michel, Esq.
 PROSKAUER ROSE LLP
 2049 Century Park East, Suite 3200
 Los Angeles, California 90067-3206
 Tel.: (310) 557-2900
 Fax: (310) 557-2193
Counsel for Kevin Gilliam, p/k/a Battlecat

Bart H. Williams, Esq.
 Megan M. LaBelle, Esq.
 MUNGER, TOLLES & OLSON, L.L.P.
 355 South Grand Avenue, 35th Floor
 Los Angeles, California 90071-1560
 Tel: (213) 683-9295
 Fax: (213) 687-3702
Counsel for Interscope Records, Jimmy Iovine, John A. McClain, III, Aftermath Records, Andre Young

Neil C. Erickson, Esq.
 Katherine J. Kuneberger, Esq.
 JEFFER, MANGELS, BUTLER
 MARMARO LLP
 1900 Avenue of the Stars, Seventh Floor
 Los Angeles, CA 90067-4308
 Tel.: (310) 203-8080
 Fax: (310) 203-0567
Counsel for Marion H. Knight aka Suge Knight, Death Row Records, Tha Row Records

Death Row Records
 8200 Wilshire Boulevard
 P.O. Box 3037
 Beverly Hills, CA 90212

Tha Row
 8200 Wilshire Boulevard
 P.O. Box 3037
 Beverly Hills, CA 90212

Joseph A. Davis, Esq.
 DAVIS AND WINSTON
 9911 West Pico Boulevard
 Suite 1400
 Los Angeles, CA 900035
 Tel: (310) 277-4662
Counsel for Bad Boy Entertainment, Inc.

New Image Media Corp.
c/o Lydia Harris
3910 Daphne Street
Houston, TX 77021

Alan S. Gutman, Esq.
LAW OFFICES OF ALAN S. GUTMAN
9401 Wilshire Boulevard, Suite 575
Beverly Hills, California 90212-2918
Tel: (310) 385-0700
Fax: (310) 385-0710
*Counsel for Sony Music Entertainment, Inc.,
Relativity Entertainment, Inc. fka Relativity
Records, Inc., Loud Records, LLC and
Loud Records, Inc.*

Joseph Golden, Esq.
Law Offices of Joseph Golden
10100 Santa Monica Boulevard; Suite 800
Los Angeles, CA 90067-4100
Tel: (310) 772-2260
Fax: (310) 772-2299
*Counsel for TTVT Records LLC and TTVT Music,
Inc.*

George L. Mallory, Jr., Esq.
MALLORY & ASSOCIATES
1925 Century Park East, Suite 2000
Los Angeles, CA 90067-2701
Tel: (310) 788-5555
Fax: (310) 788-5570
Counsel for Hollywood Records, Inc.

Marion H. Knight
aka Suge Knight
c/o Death Row Records
8200 Wilshire Boulevard
P.O. Box 3037
Beverly Hills, CA 90212

Suge Publishing
c/o Death Row Records
8200 Wilshire Boulevard
P.O. Box 3037
Beverly Hills, CA 90212

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 42
of 60

1 Peter J. Anderson, Esq.
2 LAW OFFICES OF PETER J. ANDERSON
3 100 Wilshire Boulevard, Suite #2010
4 Santa Monica, California 90401
5 Tel: (310) 260-6030
6 Fax: (310) 260-6040
7 Counsel for Zomba Recording Corp.

James H. Turken, Esq.
Sharon A. Urias, Esq.
THELEN, REID & PRIEST LLP
333 South Hope Street, Suite 2900
Los Angeles, California 90071-3048
Tel: (213) 576-8000
Fax: (213) 576-8080
Counsel for Priority Records, LLC

5 Daniel J. Aaron, Esq.
6 DANIEL J. AARON, P.C.
7 11 Madison Avenue, 12th Floor
8 New York, New York 10010
9 Tel: (212) 684-4466
10 Fax: (212) 684-5566
11 Co-Counsel for Koch Entertainment
12 Distribution

Eve H. Wagner, Esq.
SAUER & WAGNER LLP
1801 Century Park East, Suite 520
Los Angeles, California 90067
Tel: (310) 712-8100
Fax: (310) 712-8108
Co-Counsel for Koch Entertainment
Distribution

10 Dermot Damian Givens, Esq.
11 433 North Camden Drive, #600
12 Beverly Hills, CA 90210

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WASSERMAN, COMDEN, CASSELMAN & PHARSON LLP.
5567 RESEDA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 43
of 60

EXHIBIT D

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 44
of 60

1 DAVID B. CASSELMAN (Bar No. 81657)
I. DONALD WEISSMAN (Bar No. 67980)
2 HOWARD S. BLUM (Bar No. 60603)
WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
3 5567 Reseda Boulevard, Suite 330
Post Office Box 7033
4 Tarzana, California 91357-7033
Telephone: (818) 705-6800 • (323) 872-0995
5 Facsimile: (818) 345-0162
6 Former Attorneys for Plaintiffs LYDIA
HARRIS and NEW IMAGE MEDIA
7 CORPORATION

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

11
12 LYDIA HARRIS, LIFESTYLE
RECORDS, INC., AND NEW IMAGE
MEDIA CORP.,

13 Plaintiffs,

14 VS.

15 KEVIN GILLIAM AKA BATTLECAT;
MARION H. KNIGHT AKA SUGE
KNIGHT; DEATH ROW RECORDS;
THA ROW, INC.; DAVID E. KENNER;
DAVID E. KENNER PROFESSIONAL
LAW CORPORATION; DAVID E.
KENNER, A PROFESSIONAL
CORPORATION; THE DAVID E.
KENNER TRUST; INTERSCOPE
RECORDS; JIMMY IOVINE; JOHN T.
MCCLAIN, JR.; A&M RECORDS; ET
AL.,

16 Defendants.

CASE NO. BC268857

NOTICE OF ATTORNEY LIEN

Assigned to the Honorable Ronald M.
Sohigian (Dept. 41)

[Complaint Filed: February 26, 2002]

24
25 TO JUDGMENT CREDITORS KEVIN GILLIAM aka BATTLECAT, THEIR
26 COUNSEL OF RECORD PROSKAUER ROSE LLP AND ALL INTERESTED
27 PARTIES:
28

726281.1

NOTICE OF ATTORNEY LIEN

WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
5567 RESEDA BOULEVARD, SUITE 330
POST OFFICE BOX 7033
TARZANA, CALIFORNIA 91357-7033

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 45
of 60

1 PLEASE TAKE NOTICE that the law firm of Wasserman, Comden, Cassleman &
2 Pearson, L.L.P. (hereinafter the "Firm"), hereby gives notice of its lien equal to forty
3 percent (40%) of any and all gross recovery, payments, or consideration of any kind or
4 nature paid or transferred in satisfaction, in whole or in part, of the judgment entered in the
5 above-referenced action in the principal sum of \$760,000.00 together with interest thereon
6 at the rate of ten percent (10%) per year from February 5, 2004.

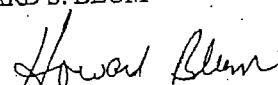
7
8 PLEASE TAKE FURTHER NOTICE that Wasserman, Comden, Cassleman &
9 Pearson, L.L.P. must be named as co-payee on any instrument or WRITING satisfying, in
10 whole or in part, said judgment. Failure to include Wasserman, Comden, Cassleman &
11 Pearson, L.L.P. as co-payee will subject the payor to liability for duplicate payment of the
12 sums transferred.

13
14 PLEASE TAKE FURTHER NOTICE that the judgment creditors must notify any
15 transferee or assignee of the judgment, or anyone claiming an interest in said judgment, of
16 the content and existence of this lien.

17
18 DATED: September 9, 2005

WASSERMAN, COMDEN, CASSELMAN &
PEARSON, L.L.P.
DAVID B. CASSELMAN
LDONALD WEISSMAN
HOWARD S. BLUM

21 By:

22 
HOWARD S. BLUM
Former Attorneys for Plaintiffs LYDIA HARRIS
and NEW IMAGE MEDIA CORPORATION

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 46
of 60

1 SERVICE LIST
2 HARRIS V. KNIGHT, MARIN 'SUGE'
3 BC268857

4 Neil C. Erickson, Esq.
5 Katherine J. Kuneberger, Esq.
6 JEFFER, MANGELS, BUTLER &
7 MARMARO LLP
8 1900 Avenue of the Stars
9 Seventh Floor
10 Los Angeles, CA 90067-4308
11 Telephone: (310) 203-8080
12 Facsimile: (310) 203-0567
13 Dermot Damian Givens, Esq.
14 433 North Camden Drive
15 Suite 600
16 Beverly Hills, CA 90210
17 Hayes F. Michel, Esq.
18 PROSKAUER ROSE LLP
19 2049 Century Park East
20 Suite 3200
21 Los Angeles, CA 90067-3206
22 Telephone: (310) 557-2900
23 Facsimile: (310) 557-2193
24
25
26
27
28

Attorneys for Marion H. Knight aka Suge
Knight, Death Row Records, Tha Row
Records

Attorneys for Marion H. Knight aka Suge
Knight, Death Row Records, Tha Row
Records

Attorneys for KEVIN GILLIAM aka
BATTLECAT

WASSERMAN, COMDEN, CASSELMAN & PEARSON, LLP.
8557 RESEDA BOULEVARD, SUITE 350
POST OFFICE BOX 7033
TARZANA, CALIFORNIA 91357-7033

726281.1

NOTICE OF ATTORNEY LIEN

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 47
of 60

EXHIBIT E

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 48
of 60

CM-200

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Lydia Harris 3910 Daphne Houston, TX 77021 FAX NO. (Optional): E-MAIL ADDRESS (Optional): (281) 330-4453 ATTORNEY FOR (Name):	FOR COURT USE ONLY FILED LOS ANGELES SUPERIOR COURT JUN 17 2005 JOHN A. CLARKE, CLERK E. Martinez ELIZABETH MARTINEZ, DEPUTY BY E
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill St. MAILING ADDRESS: LA, CA 90011 CITY AND ZIP CODE: Branch 1 District BRANCH NAME:	CASE NUMBER: BC 268 857 JUDGE: Ronald M. Sohigian DEPT: 41
PLAINTIFF/PETITIONER: Lydia Harris DEFENDANT/RESPONDENT: Mission Sage Knight Death Row Inc.	
NOTICE OF SETTLEMENT	

NOTICE TO PLAINTIFF

If you have not filed a request for dismissal within 45 days of the date this Notice of Settlement is received by the court or, if the settlement is conditional, within 45 days of the date specified in item 1b, the court must dismiss the case unless good cause is shown within that time why the case should not be dismissed.

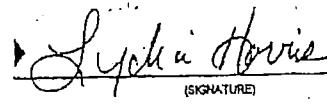
To the court, all parties, and any arbitrator or other court-connected ADR neutral involved in this case:

1. This case has been settled. The settlement is:
 - a. Unconditional. A request for dismissal will be filed within 45 days after the date of the settlement. Date of settlement:
 - b. Conditional. The settlement agreement conditions dismissal of this matter on the satisfactory completion of specified terms that are not to be performed within 45 days of the date of the settlement. A request for dismissal will be filed no later than (date): May 27, 2005
2. Date initial pleading filed: February 26, 2002
3. Next scheduled hearing or conference:
 - a. Purpose:
 - b. Date: Time:
4. Trial date:
 - a. No trial date set.
 - b. Date: Time:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: May 18, 2005

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)


(SIGNATURE)

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 49
of 60

EXHIBIT F

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 50
of 60

WASSERMAN, COMDEN & CASSELMAN LLP.
5367 Reseda Boulevard, Suite 330
Post Office Box 7033
Tarzana, California 91357-7033
(818) 705-6800 (323) 872-0995
Fax (818) 996-8766

CONTINGENCY FEE AGREEMENT

THIS IS AN AGREEMENT between Lydia Harris and New Image Entertainment, Inc. and Lifestyle Records, Inc., hereinafter referred to as "Client," and Wasserman, Comden & Casseman LLP, hereinafter referred to as "Attorney." Unless a different Agreement is made in writing, this Agreement alone shall govern the respective rights and responsibilities of Client and Attorney.

1. Claims Covered by Agreement: Client retains Attorney to represent Client in connection with representatives regarding matters concerning Battlegal, including, but not limited to breach of licensing, publishing and all intellectual property issues.

This Agreement does not cover other related claims that may arise and may require legal services. If such matters arise, separate agreements for legal services will be required if Client wishes Attorney to handle such matters.

2. Services to be Performed by Attorney: Attorney agrees to perform the following legal services, if necessary, with respect to the claims described above:

- investigation of claims;
- determining responsible parties;
- preparation and filing of lawsuits;
- settlement procedures and negotiations;
- prosecution of claim by arbitration or legal action until award or judgment is obtained;
- and
- if judgment is obtained in Client's favor, opposing a motion for new trial by an opposing party.

Attorney is authorized to associate or employ, at Attorney's own expense, other counsel to assist in performing the services required by this Agreement, and to appear on Client's behalf in any proceeding or lawsuit.

3. Services Not Covered by This Agreement: If additional services are necessary in connection with Client's claims, and Client requests Attorney to perform such services, fee arrangements for such additional services must be made between Attorney and Client. Such additional services may be required, for example:

- if the judgment obtained is not in Client's favor, or the amount thereof is unsatisfactory to Client;
- if the judgment obtained is in Client's favor, and an opposing party appeals from the judgment;
- if a trial is ordered after a motion for new trial or mistrial, or reversal of the judgment on appeal; or
- in judgment enforcement proceedings.

4. No Guarantee as to Result: Client acknowledges that Attorney has made no guarantee as to the outcome or the amount recoverable in connection with Client's claims.

5. Litigation Costs and Expenses: Attorney is authorized to incur reasonable cost and expenses in performing legal services under this Agreement. Client agrees to reimburse Attorney for such costs and expenses in addition to the contingency fee discussed below in the event of any recovery:

(a) **Particular Costs and Expenses:** The costs and expenses necessary in this case may include any or all of the following items (The list is not exclusive; other items may also be necessary, and the rates shown are subject to change on prior written notice to Client.)

- court filing fees
- process serving fees
- fees to private investigators
- fees to photographers or graphic artists
- fees to experts for consultation and/or appearance at deposition or trial
- jury fees
- mail, messenger and other delivery charges
- parking and other local travel at 31 1/2¢/mile
- transportation, meals, lodging and all other costs of necessary out-of-town travel
- long distance telephone charges
- photocopying (in office) at 30¢/page
- word processing charges
- computerized legal research
- other computer time

(b) **Client's Responsibility re Costs:** Attorney may advance such costs and expenses on Client's behalf, but is not obligated to do so. Client agrees to reimburse Attorney out of any settlement or judgment proceeds as a priority payment.

6. Contingency Fee to Attorney: Client acknowledges that he/she has been advised by Attorney and is aware that the contingency fee is a 40% arrangement and has been negotiated between Client and Attorney.

Based on such negotiations, Client agrees that the following fee arrangement is fair and reasonable, and to pay Attorney the following amount:

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 51
of 60

If the matter is settled before a lawsuit is filed, the amount equal to forty percent (40%) of any recovery obtained.

If the matter is settled after a lawsuit is filed, but before the case is first assigned a trial date, an amount equal to thirty three and forty percent (40%) of any recovery obtained.

Thereafter, an amount equal to forty percent (40%) of any recovery, whether by way of settlement, judgment or compromise.

(a) Costs and Expenses as Affecting Contingency Fee: Attorney's fee shall be computed based on the gross recovery. Costs and expenses paid by Attorney in connection with Client's claim shall be reimbursed after the contingency fee is computed. Client's share of the recovery shall be the balance remaining after reimbursement of such costs and expenses and payment of the contingency fee.

(b) Form of Recovery as Affecting Contingency Fee: If the recovery consists of payments to be made over a period of time, or other property not entirely cash or cash-equivalent, the contingency fee shall be based on the present cash value of the recovery as determined by generally recognized accounting and appraisal standards. (For example, if the recovery consists of \$1,000 payable at \$100/year over 10 years, its present value may be approximately \$340, depending on prevalent interest rates.) The contingency fee shall be paid out of the first funds or property received by Client.

(c) Sanctions Awards not Part of Recovery: Monetary sanctions awarded to Attorney during the course of this litigation shall not be considered part of Client's recovery in this action. Such sanctions shall be deemed compensation to counsel for extraordinary time and effort expended as a result of an opposing party's bad faith conduct or failure to comply with discovery demands, court orders or similar obligations. But if the sanctions award includes a costs item (such as the filing fee for making a motion), the amount thereof shall be credited to Client's costs account when received by Attorney.

7. Effect of Discharge by Client: Client shall have the right to discharge Attorney at any time upon written notice to Attorney. Such discharge shall not affect Client's obligation to reimburse Attorney for costs incurred prior to such discharge. In addition, Attorney shall be entitled to the reasonable value of legal services performed prior to such discharge to be paid by Client from any subsequent recovery on claims covered by this Agreement.

8. Attorney's Liens: To secure payment to Attorney of all sums due under this Agreement for services rendered or costs advanced, Client hereby grants Attorney a lien on Client's claim and any cause of action or lawsuit filed thereon, and to any recovery Client may obtain, whether by settlement, judgment or otherwise.

9. Insurance: Wasserman, Comden & Casselman L.L.P. maintains errors-and-omissions insurance applicable to the services to be rendered under the terms of this Agreement.

10. Arbitration of Disputes: If a dispute arises between Attorney and Client regarding fees or services in connection with the above-referenced transaction, such dispute shall be submitted to binding arbitration. This includes any claim for breach of contract, negligence, breach of fiduciary duty or other wrongdoing.

Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association or Judicial Arbitration & Mediation Services, or CCP § 1280 et seq.

You acknowledge that we have explained to you that such binding arbitration may deprive you of various rights that you otherwise might have in a legal action, including without limitation, the right to a jury trial, the right to appeal, and full discovery rights.

INITIALING BELOW SIGNIFIES ACKNOWLEDGMENT OF THIS EXPLANATION:

J.A.
(CLIENT'S INITIALS)

M.S.R.
(WCC&C)

11. Client's Receipt of Agreement and Knowledge of Terms: Client acknowledges that he/she has read and fully understands all of the terms and conditions of this Agreement before signing it, and has received a copy of this Agreement upon execution thereof.

Executed at 5567 Reseda Boulevard, Suite 310, Tarzana, CA 91357 (place) on January 25, 2002.

ATTORNEY:

WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.
BY:
MARTIN S. RUDOL
5567 Reseda Boulevard, Suite 310
Tarzana, California 91357
(818) 705-6800
Facsimile: (818) 345-0162

CLIENT:

LYDIA HARRIS
Lynn H.
2610 W. Avenue K, Suite 624
Lancaster, CA 93536
Telephone: (Cell) 310-594-2704
Facsimile: 323-291-7317

1-2

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 52
of 60

FIRM: HAIGHT, BROWN AND BOY STEEL
6080 CENTER DRIVE, SUITE 800
LOS ANGELES, CA 90045 **DATE:** April 4, 2006
COURT/ LASC
BRANCH: Central

CLIENT ACCOUNT #: 124 **NUMBER:** BC 340196
ROUTE #: 10
CASE: Wasserman v. Harris

PHONE #: (310) 215-7100 **DOCUMENTS:**
FAX #: (310) 215-7300 First Amended Complaint

ATTENTION OF: S. Cain/T. Welsh
EXT: 7739
ATTY FILE #: NC11-0007

CH7429065

MED2868 (03/04)

PLEASE TEAR PERFS OFF THIS SIDE ONLY / RETAIN LAST COPY

J Janney & Janney
attorney service, inc.

(213) 628-6338

1313 W. 8TH ST., SUITE #310
LOS ANGELES, CA 90017

MEMBER - CALIFORNIA ASSOCIATION OF PHOTOCOPIERS AND PROCESS SERVERS
FOUNDING MEMBER - NATIONAL ASSOCIATION OF PROFESSIONAL PROCESS SERVERS

SERVE
PER ATTACHED
SERVICE INSTRUCTIONS

DO TODAY

PLEASE NOTE ANY SPECIFIC OR TIMELY FILING REQUIREMENTS

INSTRUCTIONS:

FILE & CONFORM
 ISSUE
 RECORD
 COPY
 CERTIFY
 OTHER (specify): _____
 ADVANCE FEES
 CHECK ATTACHED \$ _____

APPEARANCE FEES PAID: YES NO

STATUTE-DATE:

IF YES, DATE PAID: _____

UPCOMING HEARINGS (IMPORTANT) DATE: _____ TIME: _____ DEPT: _____

REPORT:

ASSIGNMENT COMPLETED BY _____ INITIALS _____
 ATTY. CALLED _____ DATE _____ SPOKE WITH _____

REJECTED
 BILLING TO FOLLOW

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20
ATTORNEY'S FILE COPY

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 53
of 60

FIRM: HAIGHT, BROWN AND BO. STEEL DATE: April 4, 2006
3080 CENTER DRIVE, SUITE 600 COURT: LASC
LOS ANGELES, CA 90045 BRANCH: Central

CLIENT ACCOUNT #: 1224 NUMBER: BC 340196
ROUTE #: 10 CASE: Wasserman v Harris

PHONE #: (310) 215-7100 DOCUMENTS:
FAX #: (310) 215-7300 First Amended Complaint
ATTENTION OF: S. Caine/T. Welschmedline Version of same.
EXT: 7729
ATTY FILE #: WC11-0907

CH7429064

(213) 628-6338 1313 W. 8TH ST., SUITE #310
Los Angeles, CA 90017
MEMBER - CALIFORNIA ASSOCIATION OF PHOTOCOPIERS AND PROCESS SERVERS
FOUNDING MEMBER - NATIONAL ASSOCIATION OF PROFESSIONAL PROCESS SERVERS

PLEASE NOTE ANY SPECIFIC OR TIMELY FILING REQUIREMENTS

INSTRUCTIONS:

FILE & CONFORM SERVE
 ISSUE PER ATTACHED
SERVICE INSTRUCTIONS
 RECORD
 COPY
 CERTIFY
 OTHER (specify): Deliver the attached documents to the
Clerk in Dept. 41 as a courtesy copy
of documents being filed today.
 ADVANCE FEES
 CHECK ATTACHED \$ _____

DO TODAY

APPEARANCE FEES PAID: YES NO

STATUTE-DATE:

IF YES, DATE PAID: _____

UPCOMING HEARINGS (IMPORTANT) DATE: _____ TIME: _____ DEPT: _____

REPORT: _____

ITEM	CHARGES
RUSH	
FILING	
OUT OF COUNTY	
INDEX	
RECORDING	
COURT SERVICE	
FAX	
JANNEY ADVANCED	
CHECK #	

ASSIGNMENT COMPLETED BY _____ INITIALS _____
 ATTY. CALLED _____ DATE _____
SPOKE WITH _____

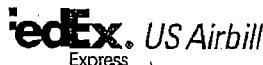
REJECTED
 BILLING
 TO FOLLOW

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20
ATTORNEY'S FILE COPY

2004

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Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 54 of 60



FedEx Tracking Number
8569 4066 0358

From Please print and press here. Sender's FedEx Account Number
Date 3/31/06 0904-1912-9

Sender's Name Stephen M. Caine Phone (310) 215-7801

Company HAIGHT BROWN BONESTEEL

Address 6080 CENTER DR STE 800

City LOS ANGELES State CA ZIP 90045

Your Internal Billing Reference WC11-0007 GR-224

To Recipient's Name Dermot Damian Givens Phone (310) 854-8823

Company

Recipient's Address 433 North Camden Drive #600

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Dept./Floor/Suite/Room

Address To request a package be held at a specific FedEx location, print FedEx address here.

City Beverly Hills State CA ZIP 90210

0332443625



Store your addresses at fedex.com

Simply your shipping. Manage your account. Access all the tools you need.

Sender's Copy

4a Express Package Service

FedEx Priority Overnight
Next business morning* Friday
Deliver by 10:30 AM Saturday unless SATURDAY Delivery is selected.

FedEx 2Day
Second business day* Thursday
Shipment will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx Express Saver
Third business day* Saturday
Delivery NOT available.

Packages up to 150 lbs.

FedEx First Overnight
Earlier next business morning
Delivery in select locations.
Saturday Delivery NOT available.

*To most locations.

4b Express Freight Service

FedEx 1Day Freight*
Next business day* Friday
Deliver by 10:30 AM Saturday unless SATURDAY Delivery is selected.

FedEx 2Day Freight
Second business day* Thursday
Deliver by 10:30 AM Saturday unless SATURDAY Delivery is selected.

*To most locations.

5 Packaging

FedEx Envelope* FedEx Pak*
Includes FedEx Small Pak,
FedEx Large Pak, and FedEx Priority Pak.

FedEx Box FedEx Tube Other

*Declared value limit \$250.

6 Special Handling

SATURDAY Delivery
NOT Available for
FedEx Priority Overnight,
FedEx First Overnight, FedEx Express
Saver, or FedEx 2Day Freight.

Does this shipment contain dangerous goods?

One box must be checked.

No Yes Dangerous
Shipper's declaration
not required.

Dry Ice
Dry Ice, 9. UN 1445

Cargo Aircraft Only

Include FedEx address in Section 3.

HOLD Saturday

at FedEx Location

NOT Available for

FEDEx 2Day Freight

HOLD Saturday

at FedEx Location

Available ONLY for

FEDEx 2Day for Owners and

FEDEx 3Day for select locations.

7 Payment Bill to:

Enter FedEx Acct. No. or Credit Card No. below.

Sender Recipient Third Party Credit Card Cash/Check

FedEx Acct. No.
Credit Card No.

Ex. Date

Total Packages Total Weight Total Declared Value

\$.00

FedEx Use Only

Our delivery is based on \$100 and up to \$1000 + higher rates. See back for details. By using the Acct. No. you agree to the service conditions on the back of this Addendum and in the current FedEx Service Guide. FedEx reserves the right to cancel 10% off.

8 NEW Residential Delivery Signature Options If you require a signature, check Direct or Indirect.

No Signature Required.

Package may be left
anywhere except
in a vehicle or
signature for delivery.

Direct Signature

Anyone at recipient's
location who signs
for delivery. For specific
instructions see back.

Indirect Signature

If no one is available at
the recipient's location
to sign for delivery, FedEx
will leave a note asking
sign for delivery. Fee applies.

519

Rev. Date 1/10/Part F12079-G194-2005/FedEx PRINTED IN U.S.A.-13F

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Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 55 of 60



FedEx
Tracking Number

8569 4066 0369

From Please print and press here
Date 3/31/06 Sender's FedEx Account Number 0904-1912-9
Sender's Name Stephen M. Caine Phone (310) 215-7801
Company HAIGHT BROWN BONESTEEL
Address 6080 CENTER DR STE 800
City LOS ANGELES State CA ZIP 90045
Your Internal Billing Reference First 24 characters will appear on invoice. WC11-0007 Dept./Floor/Suite/Room UFT19H4
To Recipient's Name Debra V. Crawford Phone (831) 624-2422
Company SW Mission & 4th, #5
Recipient's Address We cannot deliver to P.O. boxes or P.O. ZIP codes.
Address If you request a package be held at a specific FedEx location, print FedEx address here.
City Carmel State CA ZIP 9392100373 Dept./Floor/Suite/Room 0332443625



Ship and track packages at fedex.com
simply enter your FedEx account number and password you need



Senders Copy

4a Express Package Service

FedEx Priority Overnight
Next business day* Friday
FedEx Standard Overnight
unless SATURDAY Delivery is selected.

FedEx Standard Overnight
Next business day*
Saturday Delivery NOT available.

FedEx 2Day
Second business day* Thursday
Shipment will be delivered on Monday
unless SATURDAY Delivery is selected.
FedEx Express rate applies, shipping charge: One pound rate.

FedEx Express Saver
Third business day*
Saturday Delivery NOT available.

Packages up to 150 lbs.

FedEx First Overnight
Earlier next business working
delivery to select locations.
Saturday Delivery NOT available.

* To most locations.

4b Express Freight Service

FedEx 10Day Freight
First business day Friday
shippers will be delivered on Monday
unless SATURDAY Delivery is selected.

FedEx 2Day Freight
Second business day Thursday
shippers will be delivered on Monday
unless SATURDAY Delivery is selected.

Packages over 150 lbs.

FedEx 3Day Freight
Third business day**
Saturday Delivery NOT available.

* To most locations.

5 Packaging

FedEx Envelope* FedEx Pak*
Includes FedEx Small Pak,
FedEx Large Pak, and FedEx Shrink Pak.

FedEx Box FedEx Tube Other

* Declared value limit \$500.

6 Special Handling

SATURDAY Delivery
NOT Available for:
FedEx Standard Overnight,
FedEx First Overnight, FedEx Express
Service, or FedEx 2Day Freight.
Does this shipment contain dangerous goods?

HOLD Weekend
Not FedEx Location
NOT Available for
FedEx First Overnight.

HOLD Saturday
At FedEx location
AM 11:59 PM ONLY for
FedEx Priority Overnight and
FedEx 2Day to select locations.

One box must be checked.

No Yes Yes
For attached
Shipper's Declaration
not required.

Dry Ice Cargo Aircraft Only

Dangerous goods including dry ice must be shipped in FedEx packaging.

7 Payment Biller Enter FedEx Acct. No. or Credit Card No. below.

Sender Recipient Third Party Credit Card Cash/Check

Accts. 10 days past due
will be factored.

FedEx Acct. No. _____ Exp. Date _____
Credit Card No. _____

Total Packages Total Weight Total Declared Value

\$.00

Our liability is limited to \$100 unless you declare a higher value. See back of form. By using this Acct. No. you agree to the
terms & conditions on the back of this Acct. No. and in the current FedEx Service Guide, including terms that limit our liability.

8 NEW Residential Delivery Signature Options If you require a signature, check Direct or Indirect.

No Signature Required
Delivery to residential address
without requiring signature
or delivery. Fee applies.

Direct Signature
Agency or recipient
signs for package. No
signature required for
delivery. Fee applies.

Indirect Signature
Key given to available
adult at residential address
or a neighboring address may
sign for delivery. Fee applies.

519

Rev. Date 11/05 Part #150279-D1194-2005 FedEx PRINTED IN U.S.A.-MF

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Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 56 of 60



FedEx
Tracking Number

8569 4066 0483

From Please print and press hard
Date 3/31/06 Sender's FedEx Account Number 0904-1912-9

Sender's Name Stephen M. Caine Phone (310) 215-7801

Company HAIGHT BROWN BONESTEEL
Address 6080 CENTER DR STE 900
City LOS ANGELES State CA ZIP 90045
Dept/Floor/Suite/Room

Your Internal Billing Reference
First 14 characters will appear on invoice. WC11-0007 OPTIONAL

To
Recipient's Name Laurence D. Strick Phone (323) 964-5231

Company Law Office of Laurence D. Strick
Recipient's Address 339 N. Sycamore Ave., #2
We cannot deliver to P.O. Boxes or R.D. ZIP codes.
City Los Angeles State CA ZIP 90036
Dept/Floor/Suite/Room
0332443625



Ship and track packages at fedex.com
Or call 1-800-FED-EXpress
1-800-333-3977

Sender's Copy

4a Express Package Service

FedEx Priority Overnight
Next business day* delivery. Shippers will be delivered on Monday unless SATURDAY Delivery is selected.
 FedEx Standard Overnight
Second business day* delivery. Saturday Delivery NOT available.
 FedEx 2Day
Second business day* delivery. Shippers will be delivered on Monday unless SATURDAY Delivery is selected.
 FedEx Express Saver
Third business day* delivery. Saturday Delivery NOT available.
 FedEx Ground
Second business day* delivery. Saturday Delivery NOT available.
 FedEx International
* To most locations
FedEx Envelopes rates not available. Minimum charge One-pounds rate.

Packages up to 150 lbs.
FedEx First Overnight
FedEx Next Day Air
FedEx International
* To most locations

Packages over 150 lbs.
FedEx 2Day Freight
FedEx 3Day Freight
FedEx International
* To most locations

4b Express Freight Service

FedEx 1Day Freight*
Next business day* delivery. Shippers will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx 2Day Freight
Second business day* delivery. Shippers will be delivered on Monday unless SATURDAY Delivery is selected.

* To most locations

5 Packaging

FedEx Envelope* FedEx Pak*
Includes FedEx Small Pak,
FedEx Large Pak, and FedEx Standy Pak. FedEx Box FedEx Tube * Declared value limit \$200.

6 Special Handling

SATURDAY Delivery
NOT Available for
FedEx Standard Overnight, FedEx Express
Service, FedEx 2Day Freight, FedEx 3Day Freight
Does this shipment contain dangerous goods?
 HOLD Weekly at FedEx Location
NOT Available for
FedEx First Overnight
 HOLD Saturday at FedEx Location
Available ONLY for
FedEx Priority Overnight and
FedEx 2Day Freight services.

No Yes Shipper Declaration
Dangerous goods declaration
Dangerous goods including dry ice except in FedEx packaging
 Dry Ice Dry Ice
Options & UN 1845 Cargo Aircraft Only

7 Payment Bill to: Enter FedEx Acct. No. or Credit Card No. below.
 Sender Recipient Third Party Credit Card Cash/Check
Accts. No. in Section 5 will be used.

FedEx Acct. No.	Total Packages	Total Weight	Total Declared Value*	Ex. Date
			\$ <u>00</u>	FedEx Use Only

Our liability is limited to \$100 unless you declare a higher value. See back for details. By signing this Airbill you agree to the service conditions on the back of this Airbill and in the current FedEx Service Guide, including terms that limit our liability.

8 NEW Residential Delivery Signature Options If you require a signature, check Direct or Indirect.

No Signature Required
Package may be left without obtaining a signature. Direct Signature
Anyone at recipient's address may sign for delivery. Fee applies. Indirect Signature
Delivery to another at recipient's address, anyone at a neighboring address they sign for delivery. Fee applies.

519

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Rev. Date 11/04/Part #159179-D1994-2002 FedEx PRINTED IN U.S.A.-52

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 57
of 60

fedEx. USAirbill		FedEx Tracking Number	8569 4066 047
Express			
From <small>Please print and press hard</small>			
Date	3/31/06	Sender's FedEx Account Number	0904-1912-9
Sender's Name	Stephen M. Caine		Phone (310) 215-7801
Company	HAIGHT BROWN BONESTEEL		
Address	6080 CENTER DR STE 800		
City LOS ANGELES		State CA	Zip 90045
Your Internal Billing Reference <small>First 14 characters will appear on invoice.</small>			
WC11-0007		Options:	
To Recipient's Name	Steven M. Goldber		
Phone (310) 979-8274			
Company	Russ August & Kabat		
Recipient's Address	12424 Wilshire Blvd., Ste. 12th FL		
We cannot deliver to P.O. boxes or P.O. ZIP codes.			
Address	<small>To request a package be held at a specific FedEx location, print FedEx address here.</small>		
City	Los Angeles	State CA	Zip 90025
0332443625			



Store your addresses online - free

<http://www.simplicon.com> | 800-221-1000 | 1-800-SIMPLY-1

Sender's Copy

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 58 of 60

FedEx. US Airbill
Express

From *Please print and sign here.* FedEx Tracking Number **8569 4066 0461**

Date **3/31/06** Sender's FedEx Account Number **0904-1912-9**

Sender's Name **Stephen M. Caine** Phone **(310) 215-7801**

Company **HAIGHT BROWN BONESTEEL**

Address **6080 CENTER DR STE 800**

City **LOS ANGELES** State **CA** ZIP **90045**

Your Internal Billing Reference **WC11-0007**

To Recipient's Name **Larry Nagelberg** Phone **(310) 208-3220**

Company **Nagelberg & Associates**

Recipient's Address **The Tower, Suite 2150**

Address **10940 Wilshire Blvd.**

City **Los Angeles** State **CA** ZIP **90024**

Dry/Fragile/Perishable **0332443625**



Sender's Copy

4a Express Package Service

FedEx Priority Overnight
Next business day delivery. FedEx Express® shipments will be delivered on Monday unless SATURDAY Delivery is selected.
 FedEx Standard Overnight
Next business day. Saturday Delivery NOT available.

FedEx 2Day
Second business day. Thursday delivery. FedEx Express® shipments will be delivered on Monday unless SATURDAY Delivery is selected. FedEx Express® is not available. Minimum charge: One pound rate.

FedEx Express Saver
Third business day. Saturday Delivery NOT available.

FedEx 2Day Freight
Second business day. Thursday delivery. FedEx Express® shipments will be delivered on Monday unless SATURDAY Delivery is selected.

Packages up to 150 lbs.

FedEx First Overnight
Express delivery during regular delivery hours to select locations. Saturday Delivery NOT available.

4b Express Freight Service

FedEx 1Day Freight
Next business day. FedEx Express® shipments will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx 2Day Freight
Second business day. Thursday delivery. FedEx Express® shipments will be delivered on Monday unless SATURDAY Delivery is selected.

Packages over 150 lbs.

FedEx 3Day Freight
The 4th business day. Saturday Delivery NOT available.

***To most locations.**

5 Packaging

FedEx Envelope® FedEx Pak®
Includes FedEx Small Pkg., FedEx Large Pkg. and FedEx SureShip Pak.

FedEx Box FedEx Tube Other

*Delivered value limit \$500.

6 Special Handling

SATURDAY Delivery
NOT Available for FedEx Standard Overnight, FedEx Express Saver, or FedEx 2Day Freight. Does this shipment contain dangerous goods?
 No Yes Does not meet checked.

HOLD Weekly at FedEx Location
NOT AVAILABLE for FedEx First Overnight.

HOLD Saturday at FedEx Location
Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

Does this shipment contain dangerous goods?
One box must be checked.

Dry Ice Dry Ice, UN 146 Cargo Aircraft Only

7 Payment

Bill to: Sender Recipient Third Party Credit Card Cash/Check

Enter FedEx Acct. No. or Credit Card No. below.
Acct. No. is Searched
I will be billed.

**For Acct. No.
Credit Card No.**

Total Packages **1** Total Weight **.00** Total Declared Value **\$.00**

Our liability is limited to \$100 unless you declare a higher value. See back for details. By using this Acct. No. you agree to the service conditions on the back of this Acct. No. and to the current FedEx Service Guide, including terms that limit our liability.

8 NEW Residential Delivery Signature Options You require a signature, check, Direct or Indirect.

No Signature Required
Package may be left without obtaining a signature from recipient.

Direct Signature
Recipient receives notification of delivery and signs for package.

Indirect Signature
If no one is available at recipient's address, anyone 18 or older who has signed for delivery may sign for delivery. See Agreement.

Rev. Dated 11/06 Part # 14227-01/04-2005 FedEx® PRINTED IN U.S.A.-SFR

514

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 59
of 60

FedEx. US Airbill
Express

From Please print and press hard.
Date 3/31/06 Sender's FedEx Account Number 0904-1912-9

Sender's Name Stephen M. Caine Phone (310) 215-7801

Company HAIGHT BROWN BONESTEEL

Address 6080 CENTER DR STE 800 City LOS ANGELES State CA ZIP 90045

our Internal Billing Reference WC11-0007

Recipient's Name Rex Julian Beaber Phone 1 557-1198

Address 1546 Calmar Court City Los Angeles State CA ZIP 90024

BSS

For a package to be held at a specific FedEx location, print FedEx address here.

Schedule a pickup at fedex.com

Senders Copy

4a Express Package Service

FedEx Priority Overnight FedEx Standard Overnight
Ships next business morning* Saturday Delivery NOT available.
 FedEx 2Day FedEx First Overnight
Second business day* Saturday Delivery NOT available.
 FedEx Express Saver FedEx Next Day
Third business day* Saturday Delivery NOT available.
FedEx Ground is not available. Minimum charge: One-pound rate. To most locations.
 FedEx 2Day Freight FedEx 3Day Freight
First business day* Saturday Delivery NOT available. Second business day* Saturday Delivery NOT available.
 FedEx 3Day Freight FedEx 4Day Freight
Second business day* Saturday Delivery NOT available. Third business day* Saturday Delivery NOT available.
*Call for Estimate.

4b Express Freight Service

FedEx 10 Day Freight FedEx 20 Day Freight
First business day* Saturday Delivery NOT available. Second business day* Saturday Delivery NOT available.
 FedEx 20 Day Freight FedEx 30 Day Freight
Second business day* Saturday Delivery NOT available. Third business day* Saturday Delivery NOT available.
*Call for Estimate.

5 Packaging

FedEx Envelope FedEx Pak[®] Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak FedEx Box FedEx Tubes Other
*Declared value limit \$500.

6 Special Handling

SATURDAY Delivery HOLD Weekend at FedEx Location
NOT Available for FedEx Standard Overnight, FedEx Express Service or FedEx Freight.
Does this shipment contain dangerous goods?
 No Yes Shipper Declaration Dry Ice Cargo Aircraft Only
One has been checked.

HOLD Weekend at FedEx Location
NOT Available for FedEx Standard Overnight and FedEx 2Day to select locations.

7 Payment

Bill to: Enter FedEx Acct. No. or Credit Card No. below.
 Sender Recipient Third Party Credit Card Cash/Check

FedEx Acct. No. Credit Card No.

Total Packages	Total Weight	Total Declared Value!	Exp Date
1	10	\$ 00	00

8 NEW Residential Delivery Signature Options If you require a signature, check Direct or Indirect.

No Signature Required Direct Signature Indirect Signature
Package may be left anywhere obtaining a signature for delivery. Anyone 18 years of age or older may sign for delivery if no signature is required.
If no one is available to accept delivery, FedEx may sign for delivery if no signature is required.

Rec Data 11/05/P-A/11/22/08/08/2005 F/C PRINTED IN U.S.A.-SFA

519

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE. NO POUCH NEEDED.

Case 2:06-bk-11187-VZ Claim 34-1 Filed 10/31/06 Desc Main Document Page 60
of 60

1 MAILING LIST
2 WASSERMAN v. LYDIA HARRIS, LIFESTYLE RECORDS
3 BC 340196

4 Rex Julian Beaver
5 1546 Calmar Court
6 Los Angeles, CA 90024
7 Tel: 557-1198
Fax: Xerxers@aol.com **FK**

8 Gary S. Soter
9 Pearson, Soter, Warshaw & Penny
10 15165 Ventura Blvd., #400
11 Sherman Oaks, CA 91403
12 Tel: 818-788-8300
13 Fax: 818-788-8104
14 esoter@pswplaw.com **MAIL**

MAIL

15 David B. Casselman
16 Wasserman Comden, Casselman & Pearson
17 5567 Reseda Blvd., #330
18 Tarzana, CA 91357
19 Tel: 818-705-6800
20 Fax: 818-705-8634
hbium@vcclaw.com **MAIL**

21 Dermot Damian Givens
22 433 North Camden Dr., #600
23 Beverly Hills, CA 90210
24 Tel: 310-854-8823
25 Fax: 323-878-0416
dermotg@aol.com **FX**

26 Kevin Gilliam
27 1502 South Alpine Dr.
28 West Covina, CA 91791 **MAIL**

29 Debra V. Crawford
30 P.O. Box 373, SW Mission & 4th, #5
31 Carmel, CA 93921-0373
32 Tel: 831-624-2422
33 Fax: 831-624-2428
ddvcrawford@earthlink.net **MAIL FED K**

34 Steven M. Goldberg
35 Russ, August & Kabat
36 12424 Wilshire Blvd., 12th Floor
37 Los Angeles, CA 90025 **FX**

38 Laurence D. Strick
39 Law Office of Laurence D. Strick
40 339 N. Sycamore Ave., #2
41 Los Angeles, CA 90036 **FX**

42 Tel: 310-979-8274
43 Fax: 310-826-6991
44 sgoldberg@raklaw.com **FX**

45 Tel: (323) 964-5231
46 Fax: (323) 964-8135
47 larrystrick@yahoo.com **MAIL**

48 Larry Nagelberg
49 Nagelberg & Associates
50 The Tower, Suite 2150
51 10940 Wilshire Blvd.
52 Los Angeles, CA 90024 **FX**

53 Tel: (310) 208-3220
54 Fax: (310) 208-3830 **MAIL**

55 **26**

56 **27**

57 **28**

LAW OFFICES
HAIGHT, BROWN &
BONESTEEL, LLP.
Los Angeles

WC11-09/08/07
3123NWJ

22

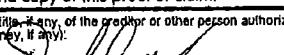
FIRST AMENDED COMPLAINT

EXHIBIT 9B

EXHIBIT 9B

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document of 61 Page 1

Form B10 (Official Form 10) (10/05)

United States Bankruptcy Court Central District of California		PROOF OF CLAIM
Name of Debtor Death Row Records, Inc.	Case Number LA 06-11205-EC	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): Wasserman, Comden & Casselman, L.L.P.	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and address where notices should be sent: Wasserman, Comden & Casselman, L.L.P. C/O David B. Casselman 5567 Reseda Boulevard, Suite 330 Tarzana, CA 91357-7033 Telephone number: (818) 705-6800; Facsimile (818) 345-0162	FILED <div style="border: 1px solid black; padding: 5px; display: inline-block;">OCT 3 1 2006</div> <small>CLERK, U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA BY Deputy Clerk</small>	
Last four digits of account or other number by which creditor identifies debtor:	Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim, dated: _____	
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal Injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other See Attachment	<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) Last four digits of your Social Security number: _____ Unpaid compensation for services performed from _____ <small>(date)</small> to _____ <small>(date)</small>	
2. Date debt was incurred:	3. If court judgment, date obtained: March 9, 2005	
4. Total Amount of Claim at Time Case Filed: \$ 60,418,315.00 <small>(unsecured) (secured) (priority) (Total)</small>	In an amt not less than \$ 60,418,315.00*	
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below. *See attachment for additional claims against Debtor. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges. See Attachment for Details.		
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other: _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any \$ _____	7. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim, all or part of which is entitled to priority. Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries or commissions (up to \$10,000),* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(1). <input type="checkbox"/> Domestic support obligations under - 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).	
<small>*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. \$10,000 and 180-day limits apply to cases filed on or after 4/20/05. Pub. L. 109-8</small>		
8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.	This space is for Court use only.	
Date 10/30/06	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim <small>(attach copy of power of attorney, if any.)</small> David B. Casselman 	
<small>Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.</small>		

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

ORIGINAL

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 2
of 61

ATTACHMENT TO PROOF OF CLAIM
FILED BY WASSERMAN, COMDEN & CASSELMAN, L.L.P.

Wasserman, Comden & Casselman, L.L.P. ("Wasserman") has the followings claims against the Debtor:¹

- (1) Contingency Fee & Reimbursement of Expenses Arising out of Harris Judgment. Wasserman has a pending state court action (the "Wasserman Action") against, among others, Marion H. Knight *aka* Suge Knight ("Mr. Knight"), and Death Row Records, Inc. ("Death Row" and collectively, with Mr. Knight, the "Debtors"). The Wasserman Action was commenced on September 21, 2005 by the filing of a complaint in the Superior Court of the State of California for the County of Los Angeles - Central District (the "State Court"), styled Wasserman, Comden & Casselman, L.L.P. v. Lydia Harris; Lifestyle Records, Inc.; New Image Media Corp.; Marion H. Knight, aka Suge Knight; Death Row Records, Inc.; Death Row Records, L.L.C.; Tha Row, Inc.; Dermot Givens; Kevin Gilliam aka Battlecat; and Does 1 through 100, inclusive and bearing case number BC 308790.² The Wasserman Action arises out of Wasserman's representation³ of the Harris Parties in that certain action (the "Harris Action") commenced by the Harris Parties against, among others, Mr. Knight and Death Row. On March 9, 2006, Judgment was entered in the Harris Action in favor of Lydia Harris and New Image Media Corp. ("New Image") against the Debtors in the sum of \$107 million, which included \$60 million in punitive damages (the "Harris Judgment"). Wasserman is entitled to its 40% contingency fee on any recovery, as well as reimbursement for all out of pocket expenses. To the extent the Harris Parties have any claim against this estate, Wasserman is entitled to be paid directly from the Debtor's estate for its 40% contingency fee and related reimbursement of expenses.
- (2) Direct Claims Against the Debtors. On or about May 19, 2005, after the Harris Judgment was entered and after all appeals had been waived, Lydia terminated Wasserman as her attorney. In response and also on May 19, 2005, Wasserman filed and served on the Harris Parties and the Debtors a Notice of Attorney Lien (the "Attorney Lien Notice") equal to 40% of any and all gross recovery, payments or consideration of any kind or nature paid or transferred in satisfaction

¹ Wasserman reserves the right to supplement its claim.

² A true and correct copy of the First Amended Complaint filed by Wasserman in the Wasserman Action (the "First Amended Complaint") is annexed hereto.

³ On or about January 25, 2002, Wasserman, on the one hand, and Lydia Harris, New Image Entertainment, Inc., and Lifestyle Records, Inc. (the "Harris Parties"), on the other hand, entered into a written Contingency Fee Agreement (the "Contingency Fee Agreement") pursuant to which Wasserman agreed to represent the Harris Parties in connection with liability claims against, among others, the Debtors. Pursuant to the Contingency Fee Agreement, Wasserman is entitled to a forty-percent (40%) contingency fee on any recovery, as well as reimbursement of all reasonable out of pocket litigation costs and expenses.

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 3
of 61

of the Harris Judgment (40% of \$107 million, plus interest accruing at the rate of \$29,315.00 day), plus costs of \$213,890.27.⁴ Despite the Contingency Fee Agreement, Lydia and the Debtors secretly negotiated during the time she was represented by Wasserman and purportedly entered into a settlement agreement pursuant to which the Harris Judgment would be resolved. The Debtors and the Harris Parties are currently litigating over this purported settlement. However, it is undisputed that, despite signature of the Contingency Fee Agreement by Lydia and receipt of the Attorney Lien Notice by Lydia and the Debtors, the Debtors and/or related entities paid to Lydia the sum of at least \$1 million⁵ without acknowledging Wasserman's lien rights, or reserving any of the funds paid to Lydia to satisfy Wasserman's lien. Lydia refused to voluntarily pay any portion of the \$1 million to Wasserman, or even to reimburse Wasserman's actual costs, which were in excess of \$200,000. The Debtors, who had full knowledge of Wasserman's Attorney Lien Notice, proceeded to pay Lydia the \$1 million purported settlement payment. As set forth more fully in the First Amended Complaint filed in the Wasserman Action, Wasserman has alleged the following causes of action against the Harris Parties and the Debtors: (1) breach of contract of the Contingency Fee Agreement; (2) quantum meruit based on the actual legal services provided by Wasserman to the Harris Parties; (3) for money had and received; (4) an accounting of any and all gross recovery, payments or consideration of any kind paid or transferred in satisfaction, whole or part, of the Harris Judgment; (5) interference with contract based on, among others, the Debtors' conspiracy to deprive Wasserman of its lien rights; (6) an equitable assignment of 40% of the Harris Judgment and/or 40% of any settlement or other recoveries obtained by or on behalf of the Harris Parties; and (7) declaratory relief that Wasserman may recover judgment against the Debtors and their related entities and alter egos in the sum of 40% of the Harris Judgment, plus interest at the rate of \$29,315 per day from March 9, 2005.

⁴ A true and correct copy of the Attorney Lien Notice is attached as Exhibit "C" to the First Amended Complaint.

⁵ Since the payment of the \$1 million, Lydia and the Debtors have disagreed on whether that payment effectuated a full or partial payment under the purported settlement agreement, or whether a meeting of the minds occurred at all, so as to create a binding settlement agreement.

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 4
of 61

Conformed Copy

1 Peter Q. Ezzell (Bar No. 53497)
Nancy E. Lucas (Bar No. 126854)
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3 Los Angeles, CA 90045-1574
Telephone: 310.215.7100
4 Facsimile: 310.215.7300
5 David B. Casselman (Bar No. 91657)
Leonard J. Comden (Bar No. 56775)
6 Howard S. Blum (Bar No. 60603)
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7 5567 Reseda Boulevard, Suite 330
Post Office box 7033
8 Tarzana, CA 91357-7033
Telephone: (818) 705-6800 * (323) 872-0995
9 Facsimile: (818) 345-0162
10 Associated Attorneys for Plaintiff
WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.

11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT
14

15 WASSERMAN, COMDEN,
CASSELMAN & PEARSON, L.L.P.,

Case No. BC 340196

[Assigned to Judge Ronald M. Sohigian,
Dept. 41]

FIRST AMENDED COMPLAINT

16 Plaintiff,
17 v.
18 LYDIA HARRIS; LIFESTYLE
RECORDS, INC., NEW IMAGE MEDIA
19 CORP.; MARION H. KNIGHT, aka SUGE
KNIGHT; DEATH ROW RECORDS,
20 INC.; DEATH ROW RECORDS, L.L.C.;
THA ROW, INC.; DERMOT GIVENS;
21 KEVIN GILLIAM aka BATTLECAT;
AND DOES 1 through 100, Inclusive,

Complaint Filed: September 21, 2005
Trial Date: April 17, 2006

22 Defendants.

23
24 GENERAL ALLEGATIONS

25 1. Plaintiff, WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
26 (hereinafter "WCCP") is a limited liability partnership organized and existing under the
27 laws of the State of California with its principal place of business in Tarzana, California.
28

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 5
of 61

1 Peter Q. Ezzell (Bar No. 53497)
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10 Associated Attorneys for Plaintiff
WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.

11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT
14

15 WASSERMAN, COMDEN,
CASSELMAN & PEARSON, L.L.P.,

Case No. BC 340196

[Assigned to Judge Ronald M. Sohigian,
Dept. 41]

FIRST AMENDED COMPLAINT

18 LYDIA HARRIS; LIFESTYLE
RECORDS, INC., NEW IMAGE MEDIA
19 CORP.; MARION H. KNIGHT, aka SUGE
KNIGHT; DEATH ROW RECORDS,
20 INC.; DEATH ROW RECORDS, L.L.C.;
THA ROW, INC.; DERMOT GIVENS;
21 KEVIN GILLIAM aka BATTLECAT;
AND DOES 1 through 100, Inclusive,

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22 Defendants.

24 GENERAL ALLEGATIONS

25 1. Plaintiff, WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
26 (hereinafter "WCCP") is a limited liability partnership organized and existing under the
27 laws of the State of California with its principal place of business in Tarzana, California.

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 6
of 61

1 The law firm of Wasserman, Comden, Casselman & Pearson, L.L.P., changed its name
2 effective January 1, 2006. It is now known as Wasserman, Comden & Casselman, L.L.P.

3 2. Defendants LYDIA HARRIS (hereinafter "HARRIS"), MARION H.
4 KNIGHT, aka SUGE KNIGHT (hereinafter "KNIGHT"), DERMOT GIVENS (hereinafter
5 "GIVENS") and KEVIN GILLIAM aka BATTLECAT (hereinafter "GILLIAM") are
6 individuals who, at all material times resided in Los Angeles County, California.

7 3. Plaintiff is informed and believes and thereon alleges that the remaining
8 defendants, LIFESTYLE RECORDS, INC., NEW IMAGE MEDIA CORP., DEATH
9 ROW RECORDS, INC., DEATH ROW RECORDS, L.L.C., and THA ROW, INC. are
10 business entities who were or are authorized to transact business in the State of California.

11 4. Plaintiff is ignorant of the true names and capacities of defendants sued
12 herein as Does 1 through 100 and therefore sues these defendants by such fictitious names.
13 Plaintiff will amend this pleading to allege the true names and capacities of such Does
14 when ascertained. The conduct of Does 1 through 100 proximately caused damages to
15 plaintiff as alleged herein. DOES 1 through 25 are the alter egos of LYDIA HARRIS,
16 LIFESTYLE RECORDS, INC. and NEW IMAGE MEDIA CORP. (hereinafter "The
17 HARRIS Defendants"). DOES 26 through 50 are the alter egos of MARION H. KNIGHT,
18 aka SUGE KNIGHT and DEATH ROW RECORDS, INC. (hereinafter "The KNIGHT
19 Defendants"). DOES 51 through 75 are the alter egos of GILLIAM. Does 76-100 are the
20 persons and entities that knowingly interfered with plaintiffs contractual lien rights.

21 5. On or about January 25, 2002, plaintiff and defendant HARRIS entered into
22 a written Contingency Fee Agreement in Los Angeles County, California whereby plaintiff
23 agreed to represent HARRIS in connection with liability claims against MARION H.
24 KNIGHT, aka SUGE KNIGHT and his related entity DEATH ROW RECORDS, INC, and
25 in connection with liability claims against GILLIAM. A copy of that written retainer
26 agreement is attached as Exhibit F, and is incorporated herein by this reference.

27 6. Some of the material terms of the Contingency Fee Agreement include that
28 WCCP was authorized to incur reasonable costs and expenses in performing legal services

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 7
of 61

1 and that "[HARRIS] agrees to reimburse [WCCP] for such costs and expenses in addition
2 to the contingency fee..."

3 7. HARRIS discussed and agreed to a forty percent (40%) contingency fee and
4 acknowledged that the fee arrangement was fair and reasonable.

5 8. HARRIS specifically negotiated a contingency fee arrangement and agreed
6 to allow a lien upon any recovery for payment of attorneys' fees, "to secure payment to
7 Attorney of all sums due under this Agreement for services rendered or costs advanced,
8 Client hereby grants Attorney a lien on Client's claim and any cause of action or lawsuit
9 filed thereon, and to any recovery Client may obtain, whether by settlement, judgment or
10 otherwise."

11 9. Plaintiff has performed all conditions, covenants and promises of the
12 Agreement, and represented HARRIS vigorously and competently in her litigation against
13 the KNIGHT Defendants. On February 26, 2002, plaintiff prepared and filed a complaint
14 for damages on behalf of The HARRIS Defendants, Los Angeles Superior Court Case
15 Number BC268857.

16 10. Plaintiff prosecuted the HARRIS lawsuit from February 26, 2002, through
17 March 9, 2005 when the Court entered a money judgment in favor of HARRIS and her
18 related business entity NEW IMAGE MEDIA CORP. and against The KNIGHT
19 Defendants in the sum of \$107 million (\$45 million for economic damages, \$2 million for
20 non-economic damages and \$60 million for punitive damages). A copy of the Judgment is
21 attached hereto and incorporated herein by reference as Exhibit A. In addition, on March
22 26, 2004, the Court entered judgment in favor of HARRIS and her related business entity
23 NEW IMAGE MEDIA CORP. and against GILLIAM in the sum of \$760,000 plus interest
24 (attached as Exhibit C).

25 11. On or about May 19, 2005, HARRIS discharged plaintiff as her attorney. On
26 or about May 20, 2005, HARRIS filed a Substitution of Attorney with the Court indicating
27 that she was representing herself.

28

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 8
of 61

1 12. On May 19, 2005, plaintiff filed and served on defendants a Notice of
2 Attorney Lien equal to forty percent (40%) of any and all gross recovery, payments or
3 consideration of any kind or nature paid or transferred in satisfaction, in whole or in part,
4 of the Judgment against KNIGHT, et al., entered in LASC Case No. BC268857 (40% of
5 \$107 million, plus interest accruing at the rate of \$29,315.00 per day), plus costs expended
6 in the sum of \$213,890.27. (Exhibit C.) On September 9, 2005, plaintiff filed and served
7 on GILLIAM a Notice of Lien in the sum of \$304,000.00 plus interest. (Exhibit D.)

8 13. On June 17, 2005, HARRIS filed with the Court a "Notice of Settlement"
9 which represents that HARRIS and KNIGHT had agreed to a conditional settlement on
10 "specified terms that are not to be performed within 45 days of the settlement." The Notice
11 states that a Request for Dismissal will be filed no later than May 27, 2005 (40 days
12 earlier). By the terms of the "Notice of Settlement," the negotiations and settlement itself
13 occurred before a Substitution of Attorney was filed. None of the defendants notified
14 plaintiff of any such negotiations or settlement and the defendants have, affirmatively
15 concealed the fact of such negotiations and the settlement terms.

16 14. It was reported on August 29, 2005 in the Los Angeles Times that HARRIS
17 has received the sum of \$1.2 million as a result of the lawsuit. A "settlement" in the sum
18 of \$1 million is reported by counsel for KNIGHT in this action. Plaintiff has received no
19 compensation for professional services rendered.

20 15. Plaintiff has requested and defendants have refused to disclose the material
21 terms of the settlement or make any payment to the plaintiff. Plaintiff is informed and
22 believes and thereon alleges that HARRIS and The KNIGHT Defendants conspired to
23 conceal the true terms of any settlement agreement (if any), and the true sum(s) of any
24 payment(s) from plaintiff, and that the defendants willfully and intentionally executed one
25 or more settlement agreements, all in disregard of plaintiff's valid lien rights. Plaintiff is
26 informed and believes and thereon alleges that HARRIS and The KNIGHT Defendants
27 deliberately chose not to file a Partial Satisfaction of Judgment in order to conceal the
28 material terms of the settlement from plaintiff.

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 9
of 61

1 16. Plaintiff is informed, and thereon alleges, that HARRIS negotiated a secret
2 settlement agreement with the KNIGHT defendants that resulted in HARRIS being paid at
3 least \$1 million by the KNIGHT defendants. (HARRIS and the KNIGHT Defendants have
4 since disagreed on whether that payment effectuated a full or partial payment under their
5 settlement agreement, or whether a meeting of the minds occurred at all, so as to create a
6 binding settlement agreement. Both parties have admitted that the \$1 million was
7 transferred from the KNIGHT Defendants to HARRIS to satisfy, in full or in part, the
8 Judgment.) HARRIS claims, or has claimed, that she, through other counsel, Dermot
9 Damien Givens, negotiated a purported settlement with the KNIGHT Defendants that
10 would result in the KNIGHT Defendants paying her consideration including, among other
11 things, the greater of \$5.8 million paid to her annually on a specified date over five years,
12 or the income generated from certain specified songs or intellectual properties owned by
13 the KNIGHT Defendants.

14 17. On further information and belief, plaintiff alleges that HARRIS has
15 received other sums and assets from the KNIGHT Defendants, in partial satisfaction of the
16 Judgment, the value of which is subject to proof at trial but which is believed to total not
17 less than \$2 million. Accordingly, plaintiff claims damage against HARRIS in the sum of
18 40 percent of any gross recoveries she obtained, or may obtain in the future, from all or
19 any of the KNIGHT Defendants.

20 18. As a result of this, plaintiff has been damaged by HARRIS' failure and
21 refusal to pay for all or part the attorneys' fees called for in the Retainer Agreement,
22 including but not limited to payment of forty percent (40%) of any and all gross recovery,
23 payments or consideration of any kind paid to HARRIS to date. Other defendants have
24 similarly caused damage by failing and refusing to acknowledge plaintiff's lien rights, or
25 to actually pay or reserve any of the funds paid to HARRIS to satisfy the lien for attorneys'
26 services properly put into place by plaintiff.

27

28

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 10
of 61

1 FIRST CAUSE OF ACTIONFOR BREACH OF CONTRACT

2 (Against Lydia Harris, Lifestyle Records, Inc., New Image Media Corp. and
3 Does 1 through 25, Inclusive)

4 19. Plaintiff incorporates by this reference all allegations and facts alleged in
5 paragraphs 1 through 18, above.

6 20. On or about January 25, 2002, plaintiff and defendant HARRIS entered into
7 a written Contingency Fee Agreement in Los Angeles County, California whereby plaintiff
8 agreed to represent HARRIS in connection with liability claims against MARION H.
9 KNIGHT, aka SUGE KNIGHT and his related entity DEATH ROW RECORDS, INC, and
10 in connection with liability claims against GILLIAM. A copy of that written retainer
11 agreement, attached as Exhibit F, is incorporated herein in full by this reference.

12 21. Some of the material terms of the Contingency Fee Agreement include that
13 WCCP is authorized to incur reasonable costs and expenses in performing legal services
14 and that "[HARRIS] agrees to reimburse [WCCP] for such costs and expenses in addition
15 to the contingency fee. . ." The contingency fee negotiated by HARRIS was for forty
16 percent (40%); HARRIS acknowledged that the fee arrangement is fair and reasonable.

17 22. The Contingency Fee Agreement negotiated by HARRIS further specifically
18 included language granting plaintiff a lien upon any recovery, for payment of plaintiff's
19 attorneys' fees, "to secure payment to Attorney of all sums due under this Agreement for
20 services rendered or costs advanced, Client hereby grants Attorney a lien on Client's claim
21 and any cause of action or lawsuit filed thereon, and to any recovery Client may obtain,
22 whether by settlement, judgment or otherwise."

23 23. Plaintiff has performed all conditions, covenants and promises of the
24 Agreement. On February 26, 2002, plaintiff prepared and filed a complaint for damages
25 on behalf of The HARRIS Defendants, Los Angeles Superior Court Case Number
26 BC268857.

27 24. Plaintiff prosecuted the HARRIS lawsuit from February 26, 2002 through
28 March 9, 2005 when the Court entered a money judgment in favor of HARRIS and her

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 11
of 61

1 related business entity NEW IMAGE MEDIA CORP. and against The KNIGHT
2 Defendants in the sum of \$107 million (\$45 million for economic damages, \$2 million for
3 non-economic damages and \$60 million for punitive damages). A copy of the Judgment is
4 attached hereto and incorporated herein by reference as Exhibit A. In addition, on March
5 26, 2004, the Court entered judgment in favor of HARRIS and her related business entity
6 NEW IMAGE MEDIA CORP. and against GILLIAM in the sum of \$760,000 plus interest.
7 (Exhibit B.)

8 25. On or about May 19, 2005, HARRIS discharged plaintiff as her attorney. On
9 or about May 20, 2005, HARRIS filed a Substitution of Attorney with the Court indicating
10 that she was representing herself.

11 26. On May 19, 2005, plaintiff filed and served on defendants a Notice of
12 Attorney Lien equal to forty percent (40%) of any and all gross recovery, payments or
13 consideration of any kind or nature paid or transferred in satisfaction, in whole or in part,
14 of the Judgment against KNIGHT, et al., entered in LASC Case No. BC268857 (40% of
15 \$107 million plus interest accruing at the rate of \$29,315.00 per day) plus costs expended
16 in the sum of \$213,890.27. (Exhibit C.) On September 9, 2005, plaintiff filed and served
17 on GILLIAM a Notice of Lien in the sum of \$304,000.00 plus interest. (Exhibit D.)

18 27. On June 17, 2005, HARRIS filed with the Court a "Notice of Settlement"
19 which represents that HARRIS and KNIGHT had agreed to a conditional settlement on
20 "specified terms that are not to be performed within 45 days of the settlement." The
21 Notice states that a Request for Dismissal will be filed no later than May 27, 2005 (40 days
22 earlier). By the terms of the "Notice of Settlement," the negotiations and settlement itself
23 occurred before a Substitution of Attorney was filed. None of the defendants notified
24 plaintiff of any such negotiations or settlement and the defendants have, affirmatively
25 concealed the fact of such negotiations and the settlement terms.

26 28. The HARRIS Defendants have breached the material terms of the
27 Contingency Fee Agreement by, among other things, failing and refusing to pay plaintiff
28 for professional legal services rendered on her behalf.

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document of 61 Page 12

1 29. As a result of HARRIS' breach of contract, plaintiff has been damaged by
2 HARRIS' failure and refusal to pay for all or part the attorneys' fees called for in the
3 Retainer Agreement, including but not limited to payment of forty percent (40%) of any
4 and all gross recovery, payments or consideration of any kind paid to HARRIS to date.

5 30. Plaintiff is informed, and thereon alleges, that its damages include, but are
6 not limited to, HARRIS's failure and refusal to pay anything at all to plaintiff out of the \$1
7 million secret purported settlement paid by or through the KNIGHT Defendants to
8 HARRIS in or about June 2005. Refusal to pay any sum at all to the plaintiff out of that \$1
9 million violates plaintiff's lien rights, and is a breach of HARRIS' Retainer Fee
10 Agreement with plaintiff. No other payments have been made by HARRIS to plaintiff
11 from any other payments or transfers made to HARRIS by or on behalf of the KNIGHT
12 Defendants (if any), in further violation of plaintiff's lien rights and in further breach of
13 HARRIS' Retainer Fee Agreement with plaintiff.

SECOND CAUSE OF ACTION

QUANTUM MERUIT

(Plaintiff vs. The HARRIS Defendants and DOES 1 Through 25, Inclusive)

17 31. Plaintiff incorporates herein by reference paragraphs 1 through 18 of this
18 First Amended Complaint as though fully set forth herein.

19 32. Within the past two years, plaintiff rendered legal services to The HARRIS
20 Defendants and incurred costs in connection with those legal services at the special request
21 of the HARRIS Defendants. The HARRIS Defendants promised to pay plaintiff for those
22 legal services and costs. Neither the HARRIS Defendants nor plaintiff reasonably
23 expected or believed that plaintiff would provide legal services, and prepay legal costs, on
24 behalf of the HARRIS Defendants for no compensation at all.

25 33. Upon plaintiff's information and belief, the reasonable value of the services
26 and unpaid costs incurred by plaintiff for the benefit of The HARRIS Defendants may
27 exceed \$10 million.

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 13
of 61

1 Plaintiff has repeatedly demanded from the HARRIS Defendants information
2 concerning any purported settlement with The KNIGHT Defendants, or the receipt
3 of payments from or on behalf of the KNIGHT Defendants. The HARRIS
4 Defendants have refused and continue to refuse to provide completely and accurately
5 any such information, or pay any sums for the reasonable value of professional
6 services rendered on behalf of HARRIS. THIRD CAUSE OF ACTION

7 FOR MONEY HAD AND RECEIVED

8 (Plaintiff vs. The HARRIS Defendants and DOES 1 Through 25, Inclusive)

9 35. Plaintiff incorporates herein by reference paragraphs 1 through 18 of this
10 First Amended Complaint as though fully set forth herein.

11 36. Plaintiff is informed and believes and thereon alleges that as a proximate
12 result of professional legal services performed by plaintiff on behalf of The HARRIS
13 Defendants, The HARRIS Defendants received payments or other consideration in full or
14 partial satisfaction of the \$107 million judgment against The KNIGHT Defendants.

15 37. In equity and in good conscience, forty percent (40%) of any recovery to
16 HARRIS should be paid to plaintiff.

17 38. The HARRIS Defendants have refused to pay anything to plaintiff for the
18 attorneys' fees it incurred, in good faith, on her behalf, and in reliance on HARRIS'
19 written promise to pay plaintiff forty (40) percent of any recovery she obtained against the
20 KNIGHT Defendants. One or more of The HARRIS Defendants received a sum of money
21 from or on behalf of the KNIGHT Defendants, in full or partial satisfaction of the
22 Judgment; upon information and belief, plaintiff contends that this sum was at least \$1
23 million. HARRIS, the KNIGHT Defendants, and Dermot Damien Givens concede that at
24 least \$1 million was paid by or on behalf of the KNIGHT Defendants to HARRIS, and that
25 no notice of that settlement or payment was given to plaintiff. No fees have been paid to
26 plaintiff from any other transfer of money or assets to or on behalf of the HARRIS
27 Defendants by or on behalf of the KNIGHT Defendants, with the actual knowledge and
28 assistance of their attorney, Dermot Damien Givens, in full or partial satisfaction of the

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 14
of 61

1 Judgment. The HARRIS Defendants have instead concealed the terms of any purported
2 settlement with the KNIGHT Defendants from plaintiff, or has hidden the fact of payments
3 made to or on behalf of the HARRIS Defendants from or on behalf of the KNIGHT
4 Defendants.

5

6 **FOURTH CAUSE OF ACTION**
7 **FOR AN ACCOUNTING**
8 **(Plaintiff vs. All Defendants)**

9 39. Plaintiff incorporates herein by reference paragraphs 1 through 18, and 36
10 through 38 of this First Amended Complaint as though fully set forth herein.

11 40. Plaintiff has demanded an accounting of any and all gross recovery,
12 payments or consideration of any kind or nature paid or transferred in satisfaction, in
13 whole or in part, of the Judgment entered in LASC Case No. BC268857. The defendants,
14 and each of them, have refused to provide any accounting of the consideration agreed to or
15 paid. Plaintiff therefore now requests that this court order a full and complete accounting
16 of all sums or assets received by or on behalf of any of The HARRIS Defendants, or any of
17 their agents or persons acting on their behalf, from or on behalf of any of the KNIGHT
18 Defendants, or from any other entity or source, in partial or full satisfaction of the
19 Judgment.

20

21 **FIFTH CAUSE OF ACTION**
22 **INTERFERENCE WITH CONTRACT**

23 **(Plaintiff vs. The KNIGHT Defendants, THA ROW RECORDS, LLC,**
24 **THA ROW, INC., DERMOT GIVENS and DOES 26 Through 100, Inclusive)**

25 41. Plaintiff incorporates herein by reference paragraphs 1 through 18 of this
26 First Amended Complaint as though fully set forth herein.

27 42. Defendants MARION H. KNIGHT, aka SUGE KNIGHT, DEATH ROW
28 RECORDS, INC., DEATH ROW RECORDS, LLC, THA ROW, INC., DERMOT

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 15
of 61

1 GIVENS, LYDIA HARRIS, LIFESTYLE RECORDS, INC., NEW IMAGE MEDIA
2 CORP. and DOES 26 through 100 were served with notice of plaintiffs lien on May 19,
3 2005. Defendant GILLIAM and DOES 70 through 80 were served with Notice of Lien on
4 the GILLIAM Judgment on September 9, 2005. The defendants, and each of them, by and
5 through their authorized representatives, had actual knowledge of plaintiffs valid contract
6 and lien..

7 43. Plaintiff is informed and believes and thereon alleges that the judgment
8 debtors (The KNIGHT Defendants) and their attorney, DERMOT GIVENS, conspired
9 with HARRIS to deprive plaintiff of its lien rights. Plaintiff is informed and believes and
10 thereon alleges that The KNIGHT Defendants, DERMOT GIVENS and Does 26 through
11 100 caused payments or other consideration to be made to HARRIS pursuant to the
12 judgment without notice to plaintiff and without satisfying any portion of plaintiffs valid
13 lien. The Knight defendants and GIVENS made it more difficult, expensive or
14 burdensome to collect fees and costs which were earned. The Knight defendants and
15 GIVENS either intended to prevent Harris from performing her contractual obligations to
16 plaintiff or knew that collection of fees and costs would be more expensive or burdensome
17 as a result of their conduct.

18 44. The KNIGHT Defendants, GIVENS and Does 26 through 100 intentionally
19 interfered with plaintiffs valid contractual and/or equitable lien in an amount equal to the
20 payment or other consideration which has passed or will pass between KNIGHT and
21 GILLIAM on the one hand and HARRIS on the other hand.

22 45. Plaintiff is informed and believes and thereon alleges that The KNIGHT
23 Defendants have provided payments or other consideration to HARRIS with a value in
24 excess of \$2 million. Accordingly, plaintiff alleges that, to date, said defendants'
25 intentional interference with plaintiff's contractual lien rights has caused damage to
26 plaintiff in a sum exceeding \$1,013,890.27, or forty (40) percent of any actual payments
27 made by or on behalf of the KNIGHT Defendants to the HARRIS Defendants, plus
28 interest.

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 16
of 61

SIXTH CAUSE OF ACTION

FOR ORDER GRANTING EQUITABLE ASSIGNMENT OF JUDGMENTS

(Plaintiff vs. The KNIGHT Defendants, GILLIAM, Lydia Harris, and

DOES 1 Through 25

and DOES 50 through 75, Inclusive)

46. Plaintiff incorporates herein by reference paragraphs 1 through 18 and 36 through 38 of this First Amended Complaint as though fully set forth herein.

47. HARRIS discharged plaintiff without cause after entry of judgment in the sum of \$107 million against The KNIGHT Defendants.

10 48. Plaintiff is informed and believes and thereon alleges that HARRIS
11 discharged plaintiff for the primary purpose of concealing payments and violating
12 plaintiffs contractual right to collect a contingency fee based upon any recovery in the
13 underlying lawsuit, as well as in violation of its rights as set forth in the May 19, 2005
14 Notice of Lien; as well as violating plaintiffs rights to a contingent fee from any recovery
15 against GILLIAM.

16 49. Plaintiffs contract with HARRIS created a lien upon the recovery whether by
17 settlement or judgment. By reason of the professional services rendered, plaintiff is an
18 equitable assignee of the judgments or settlements to the extent of fees and costs which are
19 due plaintiff for services. [*Siciliano v. Fireman's Fund Ins. Co.* (1976) 62 Cal.App.3d
20 745.]

21 50. Plaintiff is informed and believes and thereon alleges that it is entitled to an
22 equitable assignment of forty (40) percent of the judgments against The KNIGHT
23 Defendants and GILLIAM, and/or forty (40) percent of any settlement or other recoveries
24 obtained by or on behalf of the HARRIS Defendants from or on behalf of the KNIGHT
25 Defendants.

LAW OFFICES
HAIGHT, BROWN &
BONESTEEL, LLP.
Los Angeles

WC11-000007
3123884.1

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 17
of 61

1 SEVENTH CAUSE OF ACTION FOR DECLARATORY RELIEF

2 (Plaintiff vs. All Defendants)

3 51. Plaintiff incorporates herein by reference paragraphs 1 through 18 and 36
4 through 38 of this First Amended Complaint as though fully set forth herein.

5 52. Plaintiff alleges that it has a valid lien on any and all recovery, payments, or
6 consideration of any kind or nature paid in satisfaction of the judgment against The
7 KNIGHT Defendants for forty percent (40%) of \$107 million plus interest at the rate of
8 \$29,315.00 per day plus costs expended in the sum of \$213,890.27. Plaintiff alleges that it
9 has a valid lien on any and all recovery, payments, or consideration of any kind or nature
10 paid in satisfaction of the judgment against GILLIAM for forty percent (40%) of
11 \$760,000.00 plus interest at the rate of \$208.22 per day plus costs as aforementioned.

12 Plaintiff is informed and believes and thereon alleges that defendants contend that they had
13 or have the right to disregard plaintiffs lien and that KNIGHT and/or GILLIAM can make
14 payments in partial or total satisfaction of the judgment without paying anything to
15 plaintiff. Plaintiff contends to the contrary.

16 53. Plaintiff contends that any settlement agreement between The KNIGHT
17 Defendants and HARRIS and/or any settlement between GILLIAM and HARRIS is void
18 to the extent that it purports to release, extinguish, impair or modify plaintiffs vested rights
19 to recover forty percent (40%) of the judgment plus costs as reflected in the attorney liens
20 served on May 19, 2005 and September 9, 2005.

21 54. Plaintiff is informed and believes and thereon alleges that defendants
22 contend that they have or had the right to disregard, impair, release, diminish or extinguish
23 the lien rights of plaintiff.

24 55. Plaintiff contends that any agreement between the defendants that was made
25 without the consent of plaintiff is a nullity as to plaintiff because any such agreement was a
26 fraud upon plaintiff, was made with unclean hands and without any consideration to
27 plaintiffs vested interests. Plaintiff is informed and believes and thereon alleges that
28 defendants contend to the contrary.

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 18
of 61

1 56. Plaintiff requests a judicial declaration that plaintiff may recover judgment
2 against The KNIGHT Defendants and its related entities and alter egos in the sum of forty
3 percent (40%) of \$107 million plus interest at the rate of \$27,315.00 per day from March
4 9, 2005. Plaintiff also requests a judicial declaration that plaintiff may recover judgment
5 against GILLIAM in the sum of forty percent (40%) of \$760,000 plus interest at the rate of
6 \$208.22 per day from February 5, 2004.

7 WHEREFORE, plaintiff prays for judgment as follows:

8 1. For special damages in the sum of \$42,800,000.00 plus interest jointly and
9 severally against The HARRIS Defendants, The KNIGHT Defendants and DERMOT
10 GIVENS, or according to proof;

11 2. For special damages in the sum of \$304,000.00 plus interest from GILLIAM,
12 or according to proof, and

13 3. For a judgment assigning to plaintiff forty percent (40%) of the March 9,
14 2005 judgment against MARION H. KNIGHT and DEATH ROW RECORDS, INC.,
15 and/or;

16 4. For a judgment assigning to plaintiff forty percent (40%) of the March 26,
17 2004 judgment against GILLIAM. Further, plaintiff requests:

18 5. A judicial declaration that any agreement by and between the defendants
19 which purports to affect the rights of the plaintiff is void;

20 6. The imposition of a constructive trust upon any proceeds paid to The
21 HARRIS Defendants in satisfaction of the judgments;

22 7. An accounting, requiring the defendants to disclose to plaintiff the exact
23 arms of any and all settlement agreements reached between the defendants and any
24 consideration paid in satisfaction of the judgment;

25 8. A temporary restraining order, preliminary injunction and/or permanent
26 injunction freezing and/or attaching the assets of the defendants up to plaintiffs interest in
27 the underlying judgments;

28 9. Its costs of suit;

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Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 19
of 61

- 1 10. Prejudgment interest, as provided by law; and
- 2 11. Such further relief which is just and proper.

3 Dated: April 3, 2006

HAIGHT BROWN & BONESTEEL LLP;
WASSERMAN, COMDEN &
CASSELMAN, L.L.P.

5
6 By: Stephen Caine
7 Peter O. Ezzell
8 Nancy E. Lucas
9 Stephen M. Caine;
David B. Casselman
Leonard J. Comden
10 Attorneys for Plaintiff WASSERMAN,
COMDEN, CASSELMAN &
PEARSON, L.L.P.
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Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 20
of 61

1 LIST OF EXHIBITS

2 A. Judgment in favor of HARRIS and NEW IMAGE MEDIA CORP. and
3 against MARION H. KNIGHT, aka SUGE KNIGHT and DEATH ROW
4 RECORDS, INC.

5 B. March 26, 2004, Court judgment in favor of HARRIS and her related
6 business entity NEW IMAGE MEDIA CORP. and against GILLIAM in the
7 sum of \$760,000 plus interest.

8 C. May 19, 2005 Notice of Attorney Lien equal to forty percent (40%) of any
9 and all gross recovery, payments or consideration of any kind or nature paid
10 or transferred in satisfaction, in whole or in part, of the Judgment against
11 KNIGHT, et al. entered in LASC Case No. BC268857 (40% of \$107 million
12 plus interest accruing at the rate of \$29,315.00 per day) plus costs expended
13 in the sum of \$213,890.27.

14 D. September 9, 2005 Notice of Attorney Lien filed September 9, 2005 in the
15 sum of \$304,000.00, plus interest.

16 E. Notice of Settlement, filed June 17, 2005.

17 F. Contingency Fee Agreement.

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Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document of 61 Page 21

PROOF OF SERVICE BY MAIL

3 STATE OF CALIFORNIA }
4 COUNTY OF LOS ANGELES } SS.

5 WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS
BC 340196

6 I am employed in the County of Los Angeles, State of California. I am over the age
7 of 18 and not a party to the within action. My business address is 6080 Center Drive, Suite
800, Los Angeles, CA 90045-1574.

On April 3, 2006, I served on interested parties in said action the within:

FIRST AMENDED COMPLAINT

(MAIL) by placing a true copy thereof in sealed envelope(s) addressed as stated on the attached service list.

13 I am readily familiar with this firm's practice of collection and processing
14 correspondence for mailing. Under that practice it would be deposited with the U.S. postal
15 service on that same day with postage thereon fully prepaid at Los Angeles, California, in
the ordinary course of business. I am aware that on motion of party served, service is
presumed invalid if postal cancellation date or postage meter date is more than 1 day after
date of deposit for mailing in affidavit.

¹⁶ Executed on April 3, 2006, at Los Angeles, California.

17 I declare under penalty of perjury under the laws of the State of California that the
18 foregoing is true and correct.

19 Theresa Welsch
20 (Type or print name)

(Signature)

LAW OFFICES
HAIGHT, BROWN &
BONESTEEL, LLP
Los Angeles

WC11-0000007
3123884.1

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 22
of 61

1 MAILING LIST
2 WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS
3 BC 340196

3 David B. Casselman 4 Wasserman Comden, Casselman & Pearson 5 5567 Reseda Blvd., #330 6 Tarzana, CA 91357 7 Tel: 818-705-6800 Fax: 818-705-8634 bblum@wcclaw.com	8 Gary S. Soter 9 Pearson, Soter, Warshaw & Penny 10 15165 Ventura Blvd., #400 Sherman Oaks, CA 91403 11 Tel: 818-788-8300 Fax: 818-788-8104 gsofer@pswplaw.com
12	13
14	15
16	17
18	19
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22	23
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Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document of 61 Page 23

PROOF OF SERVICE BY OVERNIGHT DELIVERY

3 STATE OF CALIFORNIA }
4 COUNTY OF LOS ANGELES } SS.

5 WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS
BC 340196

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 6080 Center Drive, Suite 800, Los Angeles, CA 90045-1574.

8 On April 3, 2006, I served on interested parties in said action the within:

FIRST AMENDED COMPLAINT

I deposited in a box or other facility regularly maintained by Federal Express, an express service carrier, or delivered to a courier or driver authorized by said express service carrier to receive documents, a true copy of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed as stated on the attached service list, with fees for overnight delivery paid or provided for.

14 Executed on April 3, 2006, at Los Angeles, California.

15 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

17 Theresa Welsch
(Type or print name)

(Signature)

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 24
of 61

1 MAILING LIST
2 WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS
3 BC 340196

4 Rex Julian Beaber
5 1546 Calmar Court
6 Los Angeles, CA 90024

Dermot Damian Givens
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Beverly Hills, CA 90210

7 Tel: 557-1198
8 Fax:
9 Xerxers@aol.com

Tel: 310-854-8823
Fax: 323-878-0416
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10 Debra V. Crawford
P.O. Box 373, SW Mission & 4th, #5
Carmel, CA 93921-0373

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11 Tel: 831-624-2422
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14 Laurence D. Strick
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15 Los Angeles, CA 90036

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Nagelberg & Associates
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16 Tel: (323) 964-5231
17 Fax: (323) 964-8135
18 larrystrick@yahoo.com

Tel: (310) 208-3220
Fax: (310) 208-3830

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Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 25
of 61

EXHIBIT A

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 26
of 61

1 DAVID B. CASSELMAN (SBN 81657)
1. DONALD WEISSMAN (SBN 67980)
2. WASSERMAN, COMDEN, CASSELMAN & PEARSON, LLP., SUPERIOR COURT
2. 5567 Reseda Boulevard, Suite 330
3 Post Office Box 7033
3 Tarzana, California 91357-7033
4 Telephone: (818) 705-6800 • (323) 872-0995
4 Facsimile: (818) 705-8147
5 Attorneys for Plaintiffs
6 LYDIA HARRIS and NEW IMAGE MEDIA
7 CORPORATION

FILED

APR 14 2005

JOHN A. CLARKE, CLERK

E. Martinez
BY ELIZABETH MARTINEZ, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

WASSERMAN, COMDEN, CASSELMAN & PEARSON, LLP.
5567 RESEDA BOULEVARD, SUITE 330
PO BOX 7033
TARZANA, CALIFORNIA 91357-7033

11 LYDIA HARRIS, LIFESTYLE CASE NO. BC 268857
12 RECORDS, INC., AND NEW IMAGE
13 MEDIA CORP.,
14 Plaintiffs, Case Assigned to:
v. Judge Ronald M. Sohigian - Dept. 41
15 KEVIN GILLIAM AKA BATTLECAT; [Complaint Filed: February 26, 2002]
16 MARION H. KNIGHT AKA SUGE NOTICE OF ENTRY OF JUDGMENT
17 KNIGHT; DEATH ROW RECORDS;
18 THA ROW, INC.; DAVID E. KENNER;
19 DAVID E. KENNER PROFESSIONAL
20 LAW CORPORATION; DAVID E.
KENNER, A PROFESSIONAL
CORPORATION; THE DAVID E.
KENNER TRUST; INTERSCOPE
RECORDS; JIMMY IOVINE; JOHN T.
MCCLAIN, JR.; A&M RECORDS; ET
AL.,
21 Defendants.

22 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

23 PLEASE TAKE NOTICE that pursuant to the Judgment dated March 9, 2005 (a true
24 and correct copy of which is attached hereto as Exhibit A), judgment was entered in the sum of
25 \$107,000,000.00, together with interest thereon at the rate of ten (10) percent per year from
26 March 9, 2005, in favor of LYDIA HARRIS and NEW IMAGE MEDIA CORP. and against
27
28

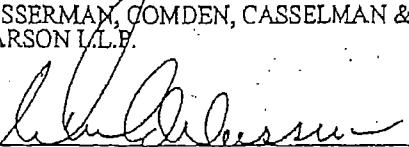
400205.1 NOTICE OF ENTRY OF JUDGMENT

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 27
of 61

1 MARION H. KNIGHT, aka SUGE KNIGHT and DEATH ROW RECORDS.
2
3

DATED: April 13, 2005

WASSERMAN, COMDEN, CASSELMAN &
PEARSON L.L.P.

5
6 By: 
I. DONALD WEISSMAN
7 Attorneys for Plaintiffs
LYDIA HARRIS and NEW IMAGE MEDIA
8 CORPORATION

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WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.
555 N. BEVERLY DRIVE, SUITE 330
BEVERLY HILLS, CALIFORNIA 90210
P.O. BOX 703
VALHALLA, CALIFORNIA 91377-7033

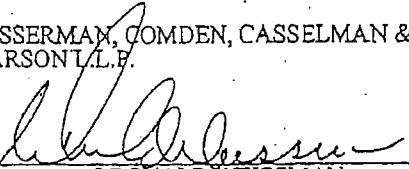
400205.1
NOTICE OF ENTRY OF JUDGMENT

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 28
of 61

1 MARION H. KNIGHT, aka SUGE KNIGHT and DEATH ROW RECORDS.
2

3 DATED: April 13, 2005

WASSERMAN, COMDEN, CASSELMAN &
PEARSON L.L.P.

5 By: 
6 I. DONALD WEISSMAN
7 Attorneys for Plaintiffs
8 LYDIA HARRIS and NEW IMAGE MEDIA
9 CORPORATION

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WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.
555 NELSON BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-0703

400205.1
NOTICE OF ENTRY OF JUDGMENT

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 29
of 61

1 DAVID B. CASSELMAN (SBN 81657)
2 I.DONALD WEISSMAN (SBN 67980)
3 WASSERMAN, COMDEN, CASSELMAN & PEARSON, LLP, SUPERIOR COURT
4 5567 Reseda Boulevard, Suite 330
5 Post Office Box 7033
6 Tarzana, California 91357-7033 JOHN A. CLARKE, CLERK
7 Telephone: (818) 705-6800 • (323) 872-0995 E. Martinez
8 Facsimile: (818) 705-8147 BY ELIZABETH MARTINEZ, DEPUTY
9
10 Attorneys for Plaintiffs
11 LYDIA HARRIS and NEW IMAGE MEDIA
12 CORPORATION
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FILED

APR 14 2005

JOHN A. CLARKE, CLERK

E. Martinez

BY ELIZABETH MARTINEZ, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

11 LYDIA HARRIS, LIFESTYLE CASE NO. BC 268857
12 RECORDS, INC., AND NEW IMAGE
13 MEDIA CORP..
14 Plaintiffs, Case Assigned to:
15 V. Judge Ronald M. Sohigian - Dept. 41
16 KEVIN GILLIAM AKA BATTLECAT; NOTICE OF ENTRY OF JUDGMENT
17 MARION H. KNIGHT AKA SUGE
18 KNIGHT; DEATH ROW RECORDS;
19 THA ROW, INC.; DAVID E. KENNER;
20 DAVID E. KENNER PROFESSIONAL
LAW CORPORATION; DAVID E.
KENNER, A PROFESSIONAL
CORPORATION; THE DAVID E.
KENNER TRUST; INTERSCOPE
RECORDS; JIMMY IOVINE; JOHN T.
MCCLAIN, JR.; A&M RECORDS; ET
AL.,
Defendants.

[Complaint Filed: February 26, 2002]

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that pursuant to the Judgment dated March 9, 2005 (a true and correct copy of which is attached hereto as Exhibit A), judgment was entered in the sum of \$107,000,000.00, together with interest thereon at the rate of ten (10) percent per year from March 9, 2005, in favor of LYDIA HARRIS and NEW IMAGE MEDIA CORP. and against

NOTICE OF ENTRY OF JUDGMENT

400205.1

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 30
of 61

ORIGINAL FILED

1 DAVID B. CASSELMAN (SBN 81657) MAR 09 2005
2 LDONALD WEISSMAN (SBN 67980)
3 WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.
5567 Reseda Boulevard, Suite 330 LOS ANGELES
Post Office Box 7033 SUPERIOR COURT
Tarzana, California 91357-7033
Telephone: (818) 705-6800 • (323) 872-0995
Facsimile: (818) 705-8147

5 Attorneys for Plaintiffs
6 LYDIA HARRIS and NEW IMAGE MEDIA
CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

10
11 LYDIA HARRIS, LIFESTYLE CASE NO. BC 268857
RECORDS, INC., AND NEW IMAGE
MEDIA CORP.,
12 Plaintiffs, Case Assigned to:
13 v. Judge Ronald M. Sohigian - Dept. 41
14 KEVIN GILLIAM AKA BATTLECAT; JUDGMENT
15 MARION H. KNIGHT AKA SUGE
KNIGHT; DEATH ROW RECORDS;
16 THA ROW, INC.; DAVID E. KENNER;
DAVID E. KENNER PROFESSIONAL
17 LAW CORPORATION; DAVID E.
KENNER, A PROFESSIONAL
18 CORPORATION; THE DAVID E.
KENNER TRUST; INTERSCOPE
19 RECORDS; JIMMY IOVINE; JOHN T.
MCCLAIN, JR.; A&M RECORDS; ET
20 AL.,
21 Defendants.

22
23 Upon the Order striking the Answer of MARION H. KNIGHT, aka SUGE KNIGHT, AND
24 DEATH ROW RECORDS, INC., ~~AKA DEATH ROW RECORDS L.P.~~, and THA ROW, INC.
25 to Plaintiffs' Complaint and entering default thereon, consideration of the Plaintiffs' Application
26 for Default Prove-up Damages and the supporting declarations of Lydia Harris, LDonald
27 Weissman, Michael Harris and Phil Ames, and good cause appearing therefor,
28

EX A /
JUDGMENT

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 31
of 61

1 IT IS HEREBY ADJUDGED that judgment is entered in favor of plaintiffs, LYDIA
2 HARRIS and NEW IMAGE MEDIA CORP., and against defendants, MARION H. KNIGHT
3 aka SUGE KNIGHT ^{AND} DEATH ROW RECORDS, INC., ~~DEATH ROW RECORDS, INC.~~,
4 ~~and THE ROW INC.~~, in the sum of \$ 45,000,000 for economic damages,
5 \$ 2,000,000 for non-economic damages, \$ 60,000,000 for punitive damages.

6 Further, PLAINTIFFS to recover costs pursuant to a memorandum of costs to be filed
7 pursuant to the statute, THE AMOUNT OF \$ _____.
8

9
10 Dated: MAR 09 2005

RONALD M. SOHIGIAN
11 JUDGE OF THE LOS ANGELES SUPERIOR COURT
12
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28

WASSERMAN, COMDEN, CASSELMAN & PEARSON LLP.
3557 NELSONDA BOULEVARD, SUITE 330
P.O. BOX 7013
TARZANA, CALIFORNIA 91357-7013

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 32
of 61

PROOF OF SERVICE
Harris et al. v. Gilliam et al.
BC268857

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of LOS ANGELES, STATE OF CALIFORNIA. My business address is: 5567 Reseda Boulevard, Suite 330, Post Office Box 7033, Tarzana, California 91357-7033. I am over the age of 18 years and am not a party to this action.

On April 13, 2005, I served the following document(s) entitled NOTICE OF ENTRY OF JUDGMENT on ALL INTERESTED PARTIES in this action:

Dermot Damian Givens, Esq.
433 N. Camden Dr., Ste. 600
Beverly Hills, CA 90210 Attorney for defendant MARION H.
KNIGHT, DEATH ROW RECORDS
and THA ROW, INC.

BY MAIL: By placing a true copy thereof in a sealed envelope addressed as above, and placing it for collection and mailing following ordinary business practices. I am readily familiar with the firm's practice of collection and processing correspondence, pleadings, and other matters for mailing with the United States Postal Service. The correspondence, pleadings and other matters are deposited with the United States Postal Service with postage thereon fully prepaid in Tarzana, California, on the same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

BY OVERNIGHT COURIER: I caused the above-referenced document(s) to be delivered to _____ for delivery to the above address(es).

BY FAX: I transmitted a copy of the foregoing document(s) this date via telecopier to the facsimile numbers shown above.

BY PERSONAL SERVICE: I served such envelope to be delivered by hand to the offices of the addressee(s).

[State] I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

[Federal] I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on April 13, 2005, at Tarzana, California.

BILLIE J. TOWE

NOTICE OF ENTRY OF JUDGMENT

400205.1

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 33
of 61

EXHIBIT B

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 34
of 61

COPY

FILED *RP*

1 DAVID B. CASSELMAN (SBN 81657)
1 DONALD WEISSMAN (SBN 67980)
2 WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.
2 LOS ANGELES SUPERIOR COURT
5567 Reseda Boulevard, Suite 330
3 Post Office Box 7033 MAR 26 2004
3 Tarzana, California 91357-7033
4 Telephone: (818) 705-6800 • (323) 872-0995
4 Facsimile: (818) 705-8147
5 Attorneys for Plaintiffs JOHN A. CLARKE, CLERK
6 LYDIA HARRIS and NEW IMAGE MEDIA
6 CORPORATION BY R. McGLOTHLIN, DEPUTY
7

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

11 LYDIA HARRIS, LIFESTYLE CASE NO. BC 268857
12 RECORDS, INC., AND NEW IMAGE
12 MEDIA CORP.,

13 Plaintiffs,

Case Assigned to:
Judge David A. Workman - Dept. 40

v.
14 KEVIN GILLIAM AKA BATTLECAT;
15 MARION H. KNIGHT AKA SUGE
15 KNIGHT; DEATH ROW RECORDS;
16 THA ROW, INC.; DAVID E. KENNER;
16 DAVID E. KENNER PROFESSIONAL
17 LAW CORPORATION; DAVID E.
17 KENNER, A PROFESSIONAL
18 CORPORATION; THE DAVID E.
18 KENNER TRUST; INTERSCOPE
19 RECORDS; JIMMY IOVINE; JOHN T.
19 MCCLAIN, JR.; A&M RECORDS; ET
20 AL.,

[Complaint Filed: February 26, 2002]

21 Defendants.

ORDER CONFIRMING
22 ARBITRATION AWARD AND
22 JUDGMENT

23 ORDER

24 The petition of LYDIA HARRIS and NEW IMAGE MEDIA CORP. for an order
25 confirming an arbitration award came on regularly on February 5, 2004, at 8:30 a.m., in
26 Department 40 for hearing by the court.
27

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 35
of 61

Petitioners LYDIA HARRIS and NEW IMAGE MEDIA CORP. appeared by their attorney of record, L.DONALD WEISSMAN, ESQ. of Wasserman, Comden, Casselman & Pearson, L.L.P. Respondent KEVIN GILLIAM aka BATTLECAT, through his counsel of record filed a Notice of Non-Opposition to Plaintiffs' Petition to Conform.

Proof having been made to the satisfaction of the court that the petition should be granted, IT IS ORDERED that the award of Hon. William S. Schoettler (Retired) dated December 24, 2003, is confirmed in all respects and that judgment be entered in conformity therewith.

1567 RESEDA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

DATED: March 26, 2004 By: David A. Workman
Judge of the Superior Court
DAVID A. WORKMAN

JUDGMENT

The award of Hon. William S. Schoettler (Retired) having been confirmed by order of this court on February 5, 2004, IT IS ADJUDGED that petitioner NEW IMAGE MEDIA CORP., recover from respondent KEVING GILLIAM aka BATTLECAT the sum of \$760,000.00, together with interest thereon at the rate of ten (10) percent per year from February 5, 2004, and costs of this proceeding in the sum of \$ _____.

DATED: March 26, 2004 By: David A. Workman
Judge of the Superior Court
DAVID A. WORKMAN

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 36
of 61

1 PROOF OF SERVICE
2 Harris et al. v. Gilliam et al.
3 BC268857

4 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:
5

6 I am employed in the County of LOS ANGELES, STATE OF CALIFORNIA. My business
7 address is: 5567 Reseda Boulevard, Suite 330, Post Office Box 7033, Tarzana, California 91357-7033.
8 I am over the age of 18 years and am not a party to this action.

9 On March 9, 2004 I served the following document(s) entitled ORDER CONFIRMING
10 ARBITRATION AWARD AND JUDGMENT on ALL INTERESTED PARTIES in this action:

11 Hayes F. Michel, Esq.
12 PROSKAUER ROSE LLP
13 2049 Century Park East, Suite 3200
14 Los Angeles, California 90067-3206
15 Tel.: (310) 557-2900
16 Fax: (310) 557-2193

17 Counsel for Kevin Gilliam, p/k/a
18 Battlecat

19 BY MAIL: By placing a true copy thereof in a sealed envelope addressed as above, and
20 placing it for collection and mailing following ordinary business practices. I am readily
21 familiar with the firm's practice of collection and processing correspondence, pleadings,
22 and other matters for mailing with the United States Postal Service. The correspondence,
23 pleadings and other matters are deposited with the United States Postal Service with
24 postage thereon fully prepaid in Tarzana, California, on the same day in the ordinary
25 course of business. I am aware that on motion of the party served, service is presumed
26 invalid if the postal cancellation date or postage meter date is more than one day after date
27 of deposit for mailing in affidavit.

28 BY OVERNIGHT COURIER: I caused the above-referenced document(s) to be
delivered to _____ for delivery to the above address(es).

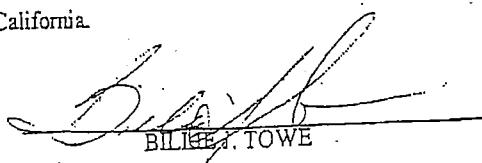
29 BY FAX: I transmitted a copy of the foregoing document(s) this date via telecopier to the
30 facsimile numbers shown above.

31 BY PERSONAL SERVICE: I served such envelope to be delivered by hand to the
32 offices of the addressee(s).

33 [State] I declare under penalty of perjury under the laws of the State of California
34 that the foregoing is true and correct.

35 [Federal] I declare that I am employed in the office of a member of the bar of this
36 court at whose direction the service was made.

37 Executed on March 9, 2004, at Tarzana, California.

38 
39 BILLY E. TOWE

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 37
of 61

EXHIBIT C

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 38
of 61

1 DAVID B. CASSELMAN (SBN 81657)
2 I.DONALD WEISSMAN (SBN 67980)
3 HOWARD S. BLUM (SBN 60609)
WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.
5567 Reseda Boulevard, Suite 330
Post Office Box 7033
4 Tarzana, California 91357-7033
Telephone: (818) 705-6800 • (323) 872-0995
5 Facsimile: (818) 705-8147
6 Attorneys for Plaintiffs
LYDIA HARRIS and NEW IMAGE MEDIA
7 CORPORATION

INFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

MAY 19 2005

John A. Clarke, Executive Officer/Clerk
By R. Arellaga, Deputy
R. Arellaga

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.
5567 RESEDA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

11 LYDIA HARRIS, LIFESTYLE
12 RECORDS, INC., AND NEW IMAGE
MEDIA CORP.,

CASE NO. BC 268857

13 Plaintiffs,
v.
14 KEVIN GILLIAM AKA BATTLECAT;
15 MARION H. KNIGHT AKA SUGE
KNIGHT; DEATH ROW RECORDS;
16 THA ROW, INC.; DAVID E. KENNER;
DAVID E. KENNER PROFESSIONAL
17 LAW CORPORATION; DAVID E.
KENNER, A PROFESSIONAL
CORPORATION; THE DAVID E.
KENNER TRUST; INTERSCOPE
18 RECORDS; JIMMY IOVINE; JOHN T.
MCCLAIN, JR.; A&M RECORDS; ET
AL.,

Case Assigned to:
Judge Ronald M. Sohigian - Dept. 41

[Complaint Filed: February 26, 2002]

NOTICE OF ATTORNEY LIEN

21 Defendants.

22
23 TO: JUDGMENT CREDITORS LYDIA HARRIS AND NEW IMAGE MEDIA CORP.;
24 JUDGMENT DEBTORS MARION H. KNIGHT AKA SUGE KNIGHT and DEATH ROW
25 RECORDS, INC.; DERMOT DAMIAN GIVENS AND ALL INTERESTED PARTIES:
26

27 PLEASE TAKE NOTICE that the law firm of Wasserman, Comden Casselman &
28 Pearson L.L.P. (hereinafter the "Firm"), hereby gives notice of its lien equal to forty percent

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 39
of 61

1 (40%) of any and all gross recovery, payments, or consideration of any kind or nature paid or
2 transferred in satisfaction, in whole or in part, of the judgment entered in the above-referenced
3 action in the principal sum of \$107,000,000.00, plus interest accruing at the rate of \$29,315.00
4 per day. Said percentage is to be applied after priority payment to the Firm of costs expended
5 in the sum of \$213,890.27

6

7 PLEASE TAKE FURTHER NOTICE that Wasserman, Comden, Casselman &
8 Pearson L.L.P. must be named as a co-payee on any instrument or WRITING satisfying, in
9 whole or in part, said judgment. Failure to include Wasserman, Comden, Casselman & Pearson
10 L.L.P. as a co-payee will subject the payor to liability for duplicate payment of the sums
11 transferred.

12

13 PLEASE TAKE FURTHER NOTICE that the judgment creditors must notify any
14 transferee or assignee of the judgment, or anyone claiming an interest in said judgment, of the
15 content and existence of this lien.

16 DATED: May 18, 2005

17 WASSERMAN, COMDEN, CASSELMAN &
18 PEARSON L.L.P.

19 By: 

20 DAVID B. CASSELMAN
21 Attorneys for Plaintiffs
22 LYDIA HARRIS and NEW IMAGE MEDIA
23 CORPORATION

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28

WASSERMAN, COMDEN, CASSelman & PEARSON L.L.P.
5827 REEDS A VOLEYARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 40
of 61

1 PROOF OF SERVICE
2 *Lydia Harris v. Kevin Gilliam, et al.*
3 (LASC Case No. BC 268857)

4 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

5 I am employed in the County of LOS ANGELES, STATE OF CALIFORNIA. My
6 business address is: 5567 Reseda Boulevard, Suite 330, Post Office Box 7033, Tarzana,
7 California 91357-7033. I am over the age of 18 years and am not a party to this action.

8 On May 19, 2005, I served the following document(s) entitled NOTICE OF
9 ATTORNEY LIEN on ALL INTERESTED PARTIES in this action:

10 SEE ATTACHED LIST

11 BY MAIL: By placing a true copy in a sealed envelope addressed as above,
12 and placing it in the collection box of the United States Postal Service in accordance with the
13 practice of collection and processing correspondence. Other matters for mailing with the United States
14 Postal Service, such as notices, pleadings and other matters are deposited with the United States
15 Postal Service with postage thereon fully prepaid in Tarzana, California, on the same day in the ordinary course of business. I am aware that on
16 motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after date of deposit for mailing in
17 affidavit.

18 BY OVERNIGHT MAIL: I served the above-referenced document(s) to be
19 delivered to _____ by overnight delivery to the above address(es).

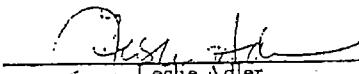
20 BY FAX: I served a copy of the foregoing document(s) this date via telecopier
21 to the facsimile number(s) shown above.

22 BY PERSONAL SERVICE: I served such envelope to be delivered by hand to the
23 offices of the addressee(s).

24 [State] I declare under penalty of perjury under the laws of the State of California
25 that the foregoing is true and correct.

26 I declare that I am employed in the office of a member of the bar of
27 this court at whose direction the service was made.

28 May 19, 2005, at Tarzana, California.


Leslie Adler

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document of 61 Page 41

SERVICE LIST

SEARCHED INDEXED
Lydia Harris v. Kevin Gilliam, et al.
(LASC Case No. BC226857)

KASSERMAN, COMDEN, CASSELMAN & PEARLSON L.L.P.
5567 NESEDA BOULEVARD, SUITE 230
PO. BOX 7033
YANZANA, CALIFORNIA 91157-7033

Lydia Harris
 3910 Daphne Street
 Houston, TX 77021

Hayes F. Michel, Esq.
 PROSKAUER ROSE LLP
 2049 Century Park East, Suite 3200
 Los Angeles, California 90067-3206
 Tel.: (310) 557-2900
 Fax: (310) 557-2193
Counsel for Kevin Gilliam, p/k/a Battlecat

Bart H. Williams, Esq.
 Megan M. LaBelle, Esq.
 MUNGER, TOLLES & OLSON, L.L.P.
 355 South Grand Avenue, 35th Floor
 Los Angeles, California 90071-1560.
 Tel: (213) 683-9295
 Fax: (213) 687-3702
Counsel for Interscope Records, Jimmy Iovine, John A. McClain, III, Aftermath Records and Andre Young

Neil C. Erickson, Esq.
 Katherine J. Kuneberger, Esq.
 JEFFER, MANGELS, BUTLER &
 MARMARO LLP
 1900 Avenue of the Stars, Seventh Floor
 Los Angeles, CA 90067-4308
 Tel.: (310) 203-8080
 Fax: (310) 203-0567
Counsel for Marion H. Knight aka Suge Knight; Death Row Records; Tha Row Records

Death Row Records
 8200 Wilshire Boulevard
 P.O. Box 3037
 Beverly Hills, CA 90212

Tha Row
 8200 Wilshire Boulevard
 P.O. Box 3037
 Beverly Hills, CA 90212

Joseph A. Davis, Esq.
 DAVIS AND WINSTON
 9911 West Pico Boulevard
 Suite 1400
 Los Angeles, CA 900035
 Tel: (310) 277-4662
Counsel for Bad Boy Entertainment, Inc.

New Image Media Corp.
 c/o Lydia Harris
 3910 Daphne Street
 Houston, TX 77021

Alan S. Gutman, Esq.
 LAW OFFICES OF ALAN S. GUTMAN
 9401 Wilshire Boulevard, Suite 575
 Beverly Hills, California 90212-2918
 Tel: (310) 385-0700
 Fax: (310) 385-0710
Counsel for Sony Music Entertainment, Inc., Relativity Entertainment, Inc. fka Relativity Records, Inc., Loud Records, LLC and Loud Records, Inc.

Joseph Golden, Esq.
 Law Offices of Joseph Golden
 10100 Santa Monica Boulevard; Suite 800
 Los Angeles, CA 90067-4100
 Tel.: (310) 772-2260
 Fax: (310) 772-2299
Counsel for TTVT Records LLC and TTVT Music, Inc.

George L. Mallory, Jr., Esq.
 MALLORY & ASSOCIATES
 1925 Century Park East, Suite 2000
 Los Angeles, CA 90067-2701
 Tel: (310) 788-5555
 Fax: (310) 788-5570
Counsel for Hollywood Records, Inc.

Marion H. Knight
 aka Suge Knight
 c/o Death Row Records
 8200 Wilshire Boulevard
 P.O. Box 3037
 Beverly Hills, CA 90212

Suge Publishing
 c/o Death Row Records
 8200 Wilshire Boulevard
 P.O. Box 3037
 Beverly Hills, CA 90212

Case 2:06-bk-11205-VZ . Claim 38-1 Filed 10/31/06 Desc Main Document Page 42
of 61

1 Peter J. Anderson, Esq.
2 LAW OFFICES OF PETER J. ANDERSON
3 100 Wilshire Boulevard, Suite #2010
4 Santa Monica, California 90401
5 Tel: (310) 260-6030
6 Fax: (310) 260-6040
7 *Counsel for Zomba Recording Corp.*

8
9 Daniel J. Aaron, Esq.
10 DANIEL J. AARON, P.C.
11 11 Madison Avenue, 12th Floor
12 New York, New York 10010
13 Tel: (212) 684-4466
14 Fax: (212) 684-5566
15 *Co-Counsel for Koch Entertainment*
16 *Distribution*

17
18 Dermot Damian Givens, Esq.
19 433 North Camden Drive, #600
20 Beverly Hills, CA 90210
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James H. Turken, Esq.
Sharon A. Urias, Esq.
THELEN, REID & PRIEST LLP
333 South Hope Street, Suite 2900
Los Angeles, California 90071-3048
Tel: (213) 576-8000
Fax: (213) 576-8080
Counsel for Priority Records, LLC

Eve H. Wagner, Esq.
SAUER & WAGNER LLP
1801 Century Park East, Suite 520
Los Angeles, California 90067
Tel: (310) 712-8100
Fax: (310) 712-8108
Co-Counsel for Koch Entertainment
Distribution

WASSERMAN, COMDEN, CASSELMAN & PHARSON LLP.
5567 RESEDA BOULEVARD, SUITE 550
PO BOX 7033
TARZANA, CALIFORNIA 91357-7033

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 43
of 61

EXHIBIT D

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 44
of 61

1 DAVID B. CASSELMAN (Bar No. 81657)
1 I. DONALD WEISSMAN (Bar No. 67980)
2 HOWARD S. BLUM (Bar No. 60603)
WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
3 5567 Reseda Boulevard, Suite 330
Post Office Box 7033
4 Tarzana, California 91357-7033
Telephone: (818) 705-6800 • (323) 872-0995
5 Facsimile: (818) 345-0162
6 Former Attorneys for Plaintiffs LYDIA
HARRIS and NEW IMAGE MEDIA
7 CORPORATION

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

11
12 WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
13 5567 RESEDA BOULEVARD, SUITE 330
14 POST OFFICE BOX 7033
15 TARZANA, CALIFORNIA 91357-7033

16 LYDIA HARRIS, LIFESTYLE
17 RECORDS, INC., AND NEW IMAGE
18 MEDIA CORP.,

19 Plaintiffs,

20 vs.

21 KEVIN GILLIAM AKA BATTLECAT;
MARION H. KNIGHT AKA SUGE
KNIGHT; DEATH ROW RECORDS;
THA ROW, INC.; DAVID E. KENNER;
DAVID E. KENNER PROFESSIONAL
LAW CORPORATION; DAVID E.
KENNER, A PROFESSIONAL
CORPORATION; THE DAVID E.
KENNER TRUST; INTERSCOPE
RECORDS; JIMMY IOVINE; JOHN T.
MCCLAIN, JR.; A&M RECORDS; ET
AL.,

22 Defendants.

23 CASE NO. BC268857

24 NOTICE OF ATTORNEY LIEN

25 Assigned to the Honorable Ronald M.
Sohigian (Dept. 41)

26 [Complaint Filed: February 26, 2002]

27 TO JUDGMENT CREDITORS KEVIN GILLIAM aka BATTLECAT, THEIR
28 COUNSEL OF RECORD PROSKAUER ROSE LLP AND ALL INTERESTED
PARTIES:

726281.1

NOTICE OF ATTORNEY LIEN

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 45
of 61

1 PLEASE TAKE NOTICE that the law firm of Wasserman, Comden, Cassleman &
2 Pearson, L.L.P. (hereinafter the "Firm"), hereby gives notice of its lien equal to forty
3 percent (40%) of any and all gross recovery, payments, or consideration of any kind or
4 nature paid or transferred in satisfaction, in whole or in part, of the judgment entered in the
5 above-referenced action in the principal sum of \$760,000.00 together with interest thereon
6 at the rate of ten percent (10%) per year from February 5, 2004.

7
8 PLEASE TAKE FURTHER NOTICE that Wasserman, Comden, Cassleman &
9 Pearson, L.L.P. must be named as co-payee on any instrument or WRITING satisfying, in
10 whole or in part, said judgment. Failure to include Wasserman, Comden, Cassleman &
11 Pearson, L.L.P. as co-payee will subject the payor to liability for duplicate payment of the
12 sums transferred.

13
14 PLEASE TAKE FURTHER NOTICE that the judgment creditors must notify any
15 transferee or assignee of the judgment, or anyone claiming an interest in said judgment, of
16 the content and existence of this lien.

17
18 DATED: September 9, 2005

WASSERMAN, COMDEN, CASSELMAN &
PEARSON, L.L.P.
DAVID B. CASSELMAN
J. DONALD WEISSMAN
HOWARD S. BLUM

21 By: Howard Blum
22 HOWARD S. BLUM
23 Former Attorneys for Plaintiffs LYDIA HARRIS
and NEW IMAGE MEDIA CORPORATION

WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
5567 REEDWOOD BOULEVARD, SUITE 330
POST OFFICE BOX 7033
TARZANA, CALIFORNIA 91357-7033

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 46
of 61

1 PROOF OF SERVICE
2
3 HARRIS V. GILLIAM
4
5 Case No. BC268857

5 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

6 I am employed in the County of LOS ANGELES, STATE OF CALIFORNIA. My
7 business address is 5567 Reseda Boulevard, Suite 330, Tarzana, California 91356. I am
over the age of eighteen years and am not a party to the within action;

8 On September 9, 2005, I served the following document(s) entitled NOTICE OF
9 ATTORNEY LIEN on ALL INTERESTED PARTIES in this action by placing true
copies thereof enclosed in sealed envelopes addressed as follows:

10 SEE ATTACHED LIST
11

12 BY MAIL: By placing a true copy thereof in a sealed envelope addressed as above, and
13 placing it for and mailing following ordinary business practices. I am readily familiar with
the firm's practice of collection and processing correspondence, pleadings and other
14 matters for mailing with the United States Postal Service. The correspondence, pleadings
and other matters are deposited with the United States Postal Service with postage thereon
15 fully prepaid in Tarzana, California, on the same day in the ordinary course of business. I
am aware that on motion of the party served, service is presumed invalid if the postal
cancellation date or postage meter date is more than one day after date of deposit for
16 mailing in affidavit.

17 I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

18 Executed on September 9, 2005, at Tarzana, California.
19

20
21 Natalie M. Halpern
22
23
24
25
26
27
28

726281.1

NOTICE OF ATTORNEY LIEN

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 47
of 61.

1 SERVICE LIST
2 HARRIS V. KNIGHT, MARIN 'SUGE'
3 BC268857

4 Neil C. Erickson, Esq.
5 Katherine J. Kuneberger, Esq.
6 JEFFER, MANGELS, BUTLER &
7 MARMARO LLP
8 1900 Avenue of the Stars
9 Seventh Floor
10 Los Angeles, CA 90067-4308
11 Telephone: (310) 203-8080
12 Facsimile: (310) 203-0567

Attorneys for Marion H. Knight aka Suge
Knight, Death Row Records, Tha Row
Records

13 Dermot Damian Givens, Esq.
14 433 North Camden Drive
15 Suite 600
16 Beverly Hills, CA 90210

17 Attorneys for Marion H. Knight aka Suge
18 Knight, Death Row Records, Tha Row
19 Records

20 Hayes F. Michel, Esq.
21 PROSKAUER ROSE LLP
22 2049 Century Park East
23 Suite 3200
24 Los Angeles, CA 90067-3206
25 Telephone: (310) 557-2900.
26 Facsimile: (310) 557-2193

27 Attorneys for KEVIN GILLIAM aka
28 BATTLECAT

WASSERMAN, COMDEN, CASSELMAN & PEARSON, LLP.
1557 RESEDA BOULEVARD, SUITE 330
POST OFFICE BOX 7033
TARZANA, CALIFORNIA 91357-7033

726281.1

NOTICE OF ATTORNEY LIEN

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 48
of 61

EXHIBIT E

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 49 of 61

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Lydia Harris 3910 Daphne HOUSTON, TX 77021 FAX NO. (optional): E-MAIL ADDRESS (optional): (281) 330-4453 ATTORNEY FOR (Name):		CM-200 FOR COURT USE ONLY FILED LOS ANGELES SUPERIOR COURT JUN 17 2005 JOHN A. CLARKE, CLERK E. Martinez ELIZABETH MARTINEZ, DEPUTY BY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill St. MAILING ADDRESS: LA, CA 90011 CITY AND ZIP CODE: Central District BRANCH NAME:		CASE NUMBER: BC 268 857 JUDGE: Ronald M. Sohigian DEPT.: 41
PLAINTIFF/PETITIONER: Lydia Harris DEFENDANT/RESPONDENT: Marion Sage Knight & Depth Rvw Inc.		
NOTICE OF SETTLEMENT		

NOTICE TO PLAINTIFF

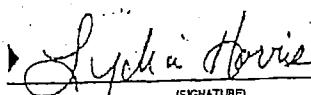
If you have not filed a request for dismissal within 45 days of the date this Notice of Settlement is received by the court or, if the settlement is conditional, within 45 days of the date specified in Item 1b, the court must dismiss the case unless good cause is shown within that time why the case should not be dismissed.

To the court, all parties, and any arbitrator or other court-connected ADR neutral involved in this case:

1. This case has been settled. The settlement is:
 - a. Unconditional. A request for dismissal will be filed within 45 days after the date of the settlement. Date of settlement:
 - b. Conditional. The settlement agreement conditions dismissal of this matter on the satisfactory completion of specified terms that are not to be performed within 45 days of the date of the settlement. A request for dismissal will be filed no later than (date): May 27, 2005
2. Date initial pleading filed: February 26, 2002
3. Next scheduled hearing or conference:
 - a. Purpose:
 - b. Date: Time:
4. Trial date:
 - a. No trial date set
 - b. Date: Time:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
A.

Date: May 18, 2005


(SIGNATURE)

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)

1
G
5
G
5

Form Adopted for Manditory Use
Judicial Council of California
CM-200 (Rev January 1, 2004)

NOTICE OF SETTLEMENT

Cal Rules of Court, rule 225

American LegalNet, Inc. www.LosAngelesForms.com

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 50
of 61

EXHIBIT F

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 51
of 61

17-5

HASSERMAN, CONDEN & CABELMAN LLP.
5567 Reseda Boulevard, Suite 330
Post Office Box 7031
Tarzana, California 91357-7031
(818) 705-6800 (323) 872-0995
Fax (818) 994-8266

CONTINGENCY FEE AGREEMENT

THIS IS AN AGREEMENT between Lydia Harris and New Image Entertainment, Inc. and Lifestyle Records, Inc., hereinafter referred to as "Client," and Hasseran, Conden & Cabelman LLP., hereinafter referred to as "Attorney." Unless a different Agreement is made in writing, this Agreement alone shall govern the respective rights and responsibilities of Client and Attorney.

1. Claims Covered by Agreement: Client retains Attorney to represent Client in connection with representation regarding matters concerning Batiste, including, but not limited to breach of licensing, publishing and all intellectual property issues.

This Agreement does not cover other related claims that may arise and may require legal services. If such matters arise, separate agreements for legal services will be required if Client wishes Attorney to handle such matters.

2. Services to be Performed by Attorney: Attorney agrees to perform the following legal services, if necessary, with respect to the claims described above:

- investigation of claims;
- determining responsible parties;
- preparation and filing of lawsuit;
- settlement procedures and negotiations;
- prosecution of claims by arbitration or legal action until award or judgment is obtained;
- and
- if judgment is obtained in Client's favor, opposing a motion for new trial by an opposing party.

Attorney is authorized to associate or employ, at Attorney's own expense, other counsel to assist in performing the services required by this Agreement, and to appear on Client's behalf in any proceeding or lawsuit.

3. Services Not Covered by This Agreement: If additional services are necessary in connection with Client's claims, and Client requests Attorney to perform such services, fee arrangements for such additional services must be made between Attorney and Client. Such additional services may be required, for example:

- if the judgment obtained is not in Client's favor, or the amount thereof is unsatisfactory to Client;
- if the judgment obtained is in Client's favor, and an opposing party appeals from the judgment;
- if a retrial is ordered after a motion for new trial or mistrial, or reversal of the judgment on appeal; or
- in judgment enforcement proceedings.

4. No Guarantee as to Results: Client acknowledges that Attorney has made no guarantee as to the outcome or the amounts recoverable in connection with Client's claim.

5. Litigation Costs and Expenses: Attorney is authorized to incur reasonable cost and expenses in performing legal services under this Agreement. Client agrees to reimburse Attorney for such costs and expenses in addition to the contingency fee disclosed below in the event of any recovery.

(a) Particular Costs and Expenses: The costs and expenses necessary in this case may include any or all of the following items (The list is not exclusive; other items may also be necessary, and the rates shown are subject to change on prior written notice to Client):

- court filing fees
- process serving fees
- fees to private investigators
- fees to photographers or graphic artists
- fees for experts for consultation and/or appearance at deposition or trial
- jury fees
- mail, messenger and other delivery charges
- parking and other local travel at 31 1/2¢/mile
- transportation, meals, lodging and all other costs of necessary out-of-town travel
- long distance telephone charges
- photocopying (in office) at 3¢/page
- word processing charges
- computerized legal research
- other computer time

(b) Client's Responsibility re Costs: Attorney may advance such costs and expenses on Client's behalf, but is not obligated to do so. Client agrees to reimburse Attorney out of any settlement or judgment proceeds as a priority payment.

6. Contingency Fee to Attorney: Client acknowledges that he/she has been advised by Attorney and is aware that the contingency fee is a 40% arrangement and has been negotiated between Client and Attorney.

Based on such negotiations, Client agrees that the following fee arrangement is fair and reasonable, and to pay Attorney the following amount:

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 52 of 61

If the matter is settled before a lawsuit is filed, the amount equal to forty percent (40%) of any recovery obtained.

If the matter is settled after a lawsuit is filed, but before the case is first assigned a trial date, an amount equal to thirty three and forty percent (40%) of any recovery obtained.

Thereafter, an amount equal to forty percent (40%) of any recovery, whether by way of settlement, judgment or compromise.

(a) **Costs and Expenses as Affecting Contingency Fee:** Attorney's fee shall be computed based on the gross recovery. Costs and expenses paid by Attorney in connection with Client's claim shall be reimbursed after the contingency fee is computed. Client's share of the recovery shall be the balance remaining after reimbursement of such costs and expenses and payment of the contingency fee.

(b) **Form of Recovery as Affecting Contingency Fee:** If the recovery consists of payments to be made over a period of time, or other property not entirely cash or cash-equivalent, the contingency fee shall be based on the present cash value of the recovery as determined by generally recognized accounting and appraisal standards. (For example, if the recovery consists of \$1,000 payable at \$100/year over 10 years, its present value may be approximately \$380, depending on prevalent interest rates.) The contingency fee shall be paid out of the first funds or property received by Client.

(c) **Sanctions Awards not Part of Recovery:** Monetary sanctions awarded to Attorney during the course of this litigation shall not be considered part of Client's recovery in this action. Such sanctions shall be deemed compensation to counsel for extraordinary time and effort expended as a result of an opposing party's bad faith conduct or failure to comply with discovery demands, court orders or similar obligations. But if the sanctions award includes a costs item (such as the filing fee for making a motion), the amount thereof shall be credited to Client's costs account when received by Attorney.

7. **Effect of Discharge by Client:** Client shall have the right to discharge Attorney at any time upon written notice to Attorney. Such discharge shall not affect Client's obligation to reimburse Attorney for costs incurred prior to such discharge. In addition, Attorney shall be entitled to the reasonable value of legal services performed prior to such discharge to be paid by Client from any subsequent recovery on claims covered by this Agreement.

8. **Attorney's Lien:** To secure payment to Attorney of all sums due under this Agreement for services rendered or costs advanced, Client hereby grants Attorney a lien on Client's claim and any cause of action or lawsuit filed thereon, and to any recovery Client may obtain, whether by settlement, judgment or otherwise.

9. **Insurance:** Wasserman, Camden & Casselman L.L.P. maintains errors-and-omissions insurance applicable to the services to be rendered under the terms of this Agreement.

10. **Arbitration of Disputes:** If a dispute arises between Attorney and Client regarding fees or services in connection with the above-referenced transaction, such dispute shall be submitted to binding arbitration. This includes any claim for breach of contract, negligence, breach of fiduciary duty or other wrongdoing.

Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association or Judicial Arbitration & Mediation Services, or CCP § 1280 et seq.

You acknowledge that we have explained to you that such binding arbitration may deprive you of various rights that you otherwise might have in a legal action, including without limitation, the right to a jury trial, the right to appeal, and full discovery rights.

INITIALLING BELOW SIGNIFIES ACKNOWLEDGMENT OF THIS EXPLANATION:

(CLIENT'S INITIALS)

MSR

I, [Client's Initials], Client's Receipt of Agreement and Knowledge of Terms: Client acknowledges that he/she has read and fully understands all of the terms and conditions of this Agreement before signing it, and has received a copy of this Agreement upon execution thereof.

Executed at 5567 Reseda Boulevard, Suite 330, Tarzana, CA 91337 (place on January 25, 2002).

ATTORNEY:

CLIENT:

WASSERMAN, CAMDEN, CASSELMAN & PEARSON L.L.P.

BY: MARTIN S. RUDOV

5567 Reseda Boulevard, Suite 330
Tarzana, California 91337

(818) 705-6800

Faximile: (818) 345-0162

LYDIA HARRIS

Lydia Harris
7010 W. Avenue K, Suite 624

Lancaster, CA 93534

Telephone: (Cell) 310-594-2704

Faximile: 323-291-7317

1-2

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 53
of 61

FIRM:

HAIGHT, BROWN AND BOI STEEL
6080 CENTER DRIVE, SUITE 800 COURT LASC
LOS ANGELES, CA 90045

DATE: April 4, 2006

BRANCH: Central

CLIENT ACCOUNT #: 124 NUMBER: BC 340196
ROUTE #: LO

PHONE #: (310) 215-7100

CASE: Wasserman v. Harris

FAX #: (310) 215-7300

DOCUMENTS:
First Amended Complaint

ATTENTION OF: S. Cahill/T. Welsh
EXT: 7739

ATTY FILE #: WC11-0007

CH 7429065

(213) 628-6338
Janney & Janney
attorney service, inc.

1313 W. 8TH ST., SUITE #310
LOS ANGELES, CA 90017
MEMBER - CALIFORNIA ASSOCIATION OF PHOTOCOPIERS AND PROCESS SERVERS
FOUNDING MEMBER - NATIONAL ASSOCIATION OF PROFESSIONAL PROCESS SERVERS

MARSHALL (104)

PLEASE TEAR PERS OFF THIS SIDE ONLY / RETAIN LAST PAGE.

PLEASE NOTE ANY SPECIFIC OR TIMELY FILING REQUIREMENTS

INSTRUCTIONS:

FILE & CONFORM
 ISSUE
 RECORD
 COPY
 CERTIFY
 OTHER (specify): _____
 ADVANCE FEES
 CHECK ATTACHED \$ _____

SERVE
PER ATTACHED
SERVICE INSTRUCTIONS

DO TODAY

APPEARANCE FEES PAID: YES NO

STATUTE-DATE:

IF YES, DATE PAID: _____

UPCOMING HEARINGS (IMPORTANT) DATE: _____ TIME: _____ DEPT: _____

REPORT:

ASSIGNMENT COMPLETED BY _____ INITIALS _____
 ATTY. CALLED _____ DATE _____ SPOKE WITH _____

REJECTED
 BILLING TO FOLLOW
 JANNEY ADVANCED
 CHECK #

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

ATTORNEY'S FILE COPY

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 54
of 61

FIRM: DATE April 4, 2006
HAIGHT, BROWN AND BC STEEL
5090 CENTER DRIVE, SUITE 800COURT/ LASC
LOS ANGELES, CA 90045 BRANCH: Central
CLIENT ACCOUNT #: 1224 NUMBER: BC 340196
ROUTE #: 10 CASE: Wasserman v Harris
PHONE #: (310) 215-7100 DOCUMENTS:
FAX #: (310) 215-7300 First Amended Complaint
ATTENTION OF: S. Caine/T. Welschmedline Version of same.
EXT: 7729
ATTY FILE #: WC11-0007

CH7429064

(213) 628-6338

1313 W. 8TH ST., SUITE #310
LOS ANGELES, CA 90017

MEMBER - CALIFORNIA ASSOCIATION OF PHOTOCOPIERS AND PROCESS SERVERS
FOUNDING MEMBER - NATIONAL ASSOCIATION OF PROFESSIONAL PROCESS SERVERS

**J Janney & Janney
attorney service, inc.**

PLEASE TEAR PAPER OFF THIS SIDE ONLY / RETAIN LAST COPY

PLEASE NOTE ANY SPECIFIC OR TIMELY FILING REQUIREMENTS

INSTRUCTIONS:

- FILE & CONFORM
- ISSUE
- RECORD
- COPY
- CERTIFY
- OTHER (specify): Deliver the attached documents to the Clerk in Dept. 41 as a courtesy copy of documents being filed today.
- ADVANCE FEES
- CHECK ATTACHED \$ _____

SERVE
PER ATTACHED
SERVICE INSTRUCTIONS

DO TODAY

APPEARANCE FEES PAID: YES NO

STATUTE-DATE:

IF YES, DATE PAID: _____

UPCOMING HEARINGS (IMPORTANT) DATE: _____ TIME: _____ DEPT: _____

REPORT: _____

ITEM	CHARGES
RUSH FILING	
OUT OF COUNTY	
INDEX	
RECORDING	
COURT SERVICE	
FAX	
JANNEY ADVANCED	
CHECK #	

ASSIGNMENT COMPLETED BY _____
SPOKE WITH _____
 ATTY. CALLED _____ DATE _____

REJECTED
 BILLING TO FOLLOW

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16

17 18 19 20

ATTORNEY'S FILE COPY

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 55 of 61



FedEx
Tracking Number
8569 4066 0358

From: Plaza Park Apartments
Date: 3/31/06 **Sender's FedEx Account Number:** 0904-1912-9

Recipient's Name: Stephen M. Caine **Phone:** (310) 215-7801

Company: HAIGHT BROWN BONESTEEL

Address: 6080 CENTER DR STE 800 **Dept/Floor/Suite/Rm:** _____

City: LOS ANGELES **State:** CA **ZIP:** 90045

Your Internal Billing Reference: WC11-0007 First 24 characters will appear on invoice.

To: **Recipient's Name:** Dermot Damian Givens **Phone:** (310) 854-8823

Company: _____

Recipient's Address: 433 North Camden Drive #600 We cannot deliver to P.O. boxes or P.O. D.P. boxes. **Dept/Floor/Suite/Rm:** _____

Address: If a package is held at a specific FedEx location, print FedEx address here.

City: Beverly Hills **State:** CA **ZIP:** 90210
Phone: 0332443625



Store your addresses at fedex.com

Simply your shipping. Manage your account. Access all the tools you need.

Sender's Copy

4a Express Package Service

FedEx Priority Overnight
Shipment will be delivered on Monday unless SATURDAY Delivery is selected.
 FedEx Standard Overnight
Shipment will be delivered on Monday unless SATURDAY Delivery is selected.
 FedEx 2Day
Second business day* Thursday delivery will be delivered on Friday unless SATURDAY Delivery is selected.
 FedEx Express Saver
Third business day* Saturday delivery NOT available.
* FedEx Express Saver is not available. Minimum charge One pound min.

FedEx First Overnight
Expedited overnight shipping delivery to select locations.
Saturday Delivery NOT available.

Packages up to 150 lbs.

4b Express Freight Service

FedEx 1Day Freight*
Next business day* Shipment will be delivered on Monday unless SATURDAY Delivery is selected.
* Call for quote.

FedEx 2Day Freight
Second business day* Thursday delivery will be delivered on Friday unless SATURDAY Delivery is selected.

FedEx 3Day Freight
Third business day* Saturday delivery NOT available.

Packages over 150 lbs.

FedEx Box
Includes FedEx Small Pak, FedEx Large Pak and FedEx Heavy Pak.

FedEx Tube

* Declared value limit \$250.

5 Packaging

FedEx Envelope* FedEx Pak*
Includes FedEx Small Pak, FedEx Large Pak and FedEx Heavy Pak.

FedEx Box FedEx Tube Other

* Declared value limit \$250.

6 Special Handling

SATURDAY Delivery
NOT Available for
FedEx Standard Overnight,
FedEx 2Day, FedEx Express
Saver or FedEx 3Day Freight.
Does this shipment contain dangerous goods?
 No Yes One box must be checked.

HOLD Wednesday at FedEx Location
NOT Available for
FedEx First Overnight.
 HOLD Saturday at FedEx Location
Available ONLY for
FedEx Priority Overnight and
FedEx 2Day to select locations.

Dry Ice
Dry ice, 2, 5, 10 lbs _____ kg
 Cargo Aircraft Only

7 Payment Bill To: Sender Recipient Third Party Credit Card Cash/Check

Perf. Acct. No. _____ **Eco. Date** _____
Cr. Card No. _____

Total Packages **Total Weight** **Total Declared Value***
\$.00 **Fees Use Only**

* Our liability is limited to \$100 unless you declare a higher value. See back for details. By using this Airbill you agree to the terms and conditions on the back of this Airbill and in the current FedEx Services Guide, including terms that limit our liability.

8 NEW Residential Delivery Signature Options: If you require a signature, check Direct or Indirect.

No Signature Required Direct Signature Required
Delivery can be left without obtaining a signature. Indirect Signature Required
Delivery can be left at recipient's address, anyone at a neighboring address may sign for delivery. Fee applies.

519

Rev. Date 11/07 Part #13279-D154-2005 FedEx PRINTED IN U.S.A. >SM

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE. NO POUCH NEEDED.

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 56
of 61

edEx. USAirbill		FedEx Tracking Number	8569 4066 036
Express			
From <i>Please print and press hard.</i>			
Date	3/31/06	Sender's FedEx Account Number	0904-1912-9
Sender's Name	Stephen M. Caine		Phone (310) 215-7801
Company	HAIGHT BROWN BONESTEEL		
Address	6080 CENTER DR STE 800		
City	LOS ANGELES		State CA ZIP 90045 <small>Dept/Floor/SubFloor</small>
Your Internal Billing Reference <small>Print 14 characters if no FedEx</small>			
To Recipient's Name	Debra V. Crawford		WC11-0007 OPR:DNA: Phone (831) 624-2422
Company			
Recipient's Address	SW Mission & 4th, #5		
We cannot deliver to P.O. boxes or P.D. ZIP codes <small>Dept/Floor/SubFloor</small>			
Address			
If you need a package to be held at a specific FedEx location, print FedEx address here.			
My	Carmel	State CA ZIP 9392100373	0332443625

Sender's Copy

4 Express Package Service

FedEx Priority Overnight

Fastest business day* "Priority" shipment will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx 2Day

Second business day* "Priority" shipment will be delivered on Monday unless SATURDAY Delivery is selected.

* FedEx Express rate not available. Minimum charge \$10 round trip.

FedEx Standard Overnight

"Next business day." Saturday Delivery NOT available.

FedEx Express Saver

"Third business day." Sunday Delivery NOT available.

Packages up to 150 lbs.

FedEx First Overnight
Business day delivery using
airline to take the shortest
flight to take the location.
Saturday Delivery NOT available.

4b Express Freight Service

FedEx 1Day Freight*

Next business day* "Priority" shipment will be delivered on Monday unless SATURDAY Delivery is selected.

* Call for Conferencing.

5 Packaging

FedEx Envelope*

FedEx Pak®
Small FedEx Pak, Medium FedEx Pak,
Large FedEx Pak and FedEx Study Pak.

FedEx Box

Packages over 150 lbs.

FedEx 3Day Freight
Business day delivery using
airline to take the shortest
flight to take the location.
Sunday Delivery NOT available.

** To most locations

*** To most locations

6 Special Handling

SATURDAY Delivery

NOT Available for
FedEx Standard Overnight, FedEx Express
Service, FedEx 2Day, FedEx

Does this shipment contain dangerous goods?

No Yes One box must be checked.

As per attached
Shipper's Declaration.

Dangerous goods (including dry ice) cannot be shipped in FedEx packaging.

Includes FedEx address in Section 3.

HOLD Weeklyday
at FedEx Location
NOT Available for
FedEx First Overnight

HOLD Saturday
at FedEx Location
Available ONLY for
FedEx Priority Overnight and
FedEx 2Day to selected locations.

FedEx Tubes

Other

* Deduced value limit \$250.

7 Payment

Bill to:

Sender

A/c No. Yes in Section

I will be billed.

Recipient

Third Party

Credit Card

Cash/Check

Enter FedEx Acct. No. or Credit Card No. below.

Dry Ice
Direct P.R.N.Y. 145 _____ kg

Cargo Aircraft Only

Exp. Date

FedEx Acct. No.

Credit Card No.

Expiration Date

Total Packages Total Weight Total Declared Value

\$.00

For use by FedEx to STC0 unless you declare a higher value. See back for details. By using this Affidavit you agree to the
terms and conditions on the back of this Affidavit as in the current FedEx Service Guide, including those that limit our liability.

FedEx Use Only

B NEW Residential Delivery Signature Options

No Signature Required

Package may be left
unattended at delivery
location for delivery.

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 57
of 61

edEx. US Airbill		FedEx Tracking Number	8569 4066 0483
Express			
From <small>Please print and press hard.</small>			
Date	3/31/06	Sender's FedEx Account Number	0904-1912-9
Sender's Name	Stephen M. Caine		Phone (310) 215-7801
Company	HAIGHT BROWN BONESTEEL		
Address	6080 CENTER DR STE 800		
City	LOS ANGELES	State	CA ZIP 90045
Dept./Floor/Suite/Room			
Your Internal Billing Reference <small>First 24 characters will appear on invoice.</small>			
WC11-0007 OPTIONAL			
To Recipient's Name	Laurence D. Strick		Phone (323) 964-5231
Company	Law Office of Laurence D. Strick		
Recipient's Address	339 N. Sycamore Ave., #2		
We cannot deliver to P.O. boxes or P.D. ZIP codes.			
Address			
To request a package be held at a specific FedEx location, print FedEx address here.			
City	Los Angeles	State	CA ZIP 90036
Dept./Floor/Suite/Room			
0332443625			

Sender's Copy	
Packages up to 150 lbs.	
4a Express Package Service	
<input type="checkbox"/> FedEx Priority Overnight Next business day* ¹ . Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected. <input type="checkbox"/> FedEx 2 Day Next business day* ¹ . Thursday shipments will be delivered on Friday unless SATURDAY Delivery is selected. FedEx Ground not available. Minimum charge One-hour rate	
<input type="checkbox"/> FedEx Standard Overnight Next business day* ¹ . Saturday Delivery NOT available.	
<input type="checkbox"/> FedEx Express Saver Same-day delivery NOT available.	
* To most locations.	
4b Express Freight Service	
<input type="checkbox"/> FedEx 1 Day Freight ² Next business day* ¹ . Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.	
<input type="checkbox"/> FedEx 2 Day Freight Second business day* ¹ . Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.	
* To most locations.	
5 Packaging	
<input type="checkbox"/> FedEx Envelope ³ <input type="checkbox"/> FedEx Pak ⁴ Includes FedEx Small Pak, FedEx Large Pak, and FedEx Safety Pak.	
<input type="checkbox"/> FedEx Box <input type="checkbox"/> FedEx Tube <input type="checkbox"/> Other Declared value limit \$250.	
6 Special Handling	
<input type="checkbox"/> SATURDAY Delivery NOT Available for FedEx Ground, FedEx First Overnight, FedEx Express Saver, or FedEx 2 Day Freight. Does this shipment contain dangerous goods? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No One box must be checked.	
Include FedEx address in Section 2.	
<input type="checkbox"/> HOLD Weekend at FedEx Location NOT Available for FedEx Ground, FedEx First Overnight, FedEx Express Saver, or FedEx 2 Day Freight.	
<input type="checkbox"/> HOLD Saturday at FedEx Location available ONLY for FedEx Priority Overnight and FedEx 2 Day to select locations.	
<input type="checkbox"/> Dry Ice Dry Ice, 2.1M 144S _____ kg <input type="checkbox"/> Cargo Aircraft Only	
7 Payment <input type="checkbox"/> Bill to: Enter FedEx Acct. No. or Credit Card No. below.	
<input checked="" type="checkbox"/> Sender <input type="checkbox"/> Recipient <input type="checkbox"/> Third Party <input type="checkbox"/> Credit Card <input type="checkbox"/> Cash/Check	
FedEx Acct. No. Credit Card No.	
Encl. Due _____	
Total Packages Total Weight Total Declared Value ⁵	
\$.00	
<small>1 Our liability is limited to \$100 unless you declare a higher value. See back for details. By using this Addendum you agree to the terms conditions on the back of this Addendum and to the current FedEx Service Guide, including terms for our liability.</small>	
<small>2 FedEx Only</small>	
8 NEW Residential Delivery Signature Options If you require a signature, check Direct or Indirect.	
<input type="checkbox"/> No Signature Required FedEx packages may be left at your door or with a responsible adult for delivery.	
<input type="checkbox"/> Direct Signature Anytime it is available at your home or place of business for delivery.	
<input type="checkbox"/> Indirect Signature If no one is available at your home or place of business for delivery, FedEx will leave a message and ask you to sign for delivery, fax signature.	
519	

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document of 61 Page 58

edEx. USAirbill		FedEx Tracking Number	8569 4066 0472
Express			
From <small>Please print and press hard.</small>			
Date	3/31/06	Sender's FedEx Account Number	0904-1912-9
Sender's Name	Stephen M. Caine		Phone (310) 215-7B01
Company	HAIGHT BROWN BONESTEEL		
Address	6080 CENTER DR STE 900		
City	LOS ANGELES		
	State	CA	ZIP 90045
Dept/Floor/Zone/Room			
Your Internal Billing Reference			
First 24 characters will appear on invoice.			
WC11-0007		CP117N E;	
To Recipient's Name	Steven M. Goldber		
	Phone (310) 979-8274		
Company	Russ August & Kabat		
Recipient's Address	12424 Wilshire Blvd., Ste. 12th FL		
We cannot deliver to P.O. Boxes or P.O. ZIP codes.			
Address			
To request a package be held at a specific FedEx location, print FedEx address here.			
City	Los Angeles	State	CA ZIP 90025
	0332443625		



[Store your address online](#)

<http://www.youraddressisapeach.com> | SIMPLY YOUR ADDRESS. MAKE IT A PEACH! ACCEPT IT AS IT IS OR PEACH IT UP.

		Sender's Copy	
4a Express Package Service			
<input type="checkbox"/> FedEx Priority Overnight Next business day** FedEx shipments will be delivered on Monday unless a SATURDAY Delivery is selected.		<input type="checkbox"/> FedEx Standard Overnight Standard delivery NOT available.	
<input type="checkbox"/> FedEx 2Day Next business day** FedEx shipments will be delivered on Monday unless a SATURDAY Delivery is selected. <small>Fees for Envelope are not applicable. Minimum charge \$10.00 each.</small>		<input type="checkbox"/> FedEx Express Saver Thursday delivery NOT available.	
Packages up to 150 lbs.			
<input type="checkbox"/> FedEx First Overnight Extra cost for business morning delivery to select locations. Saturday delivery NOT available.			
4b Express Freight Service			
<input type="checkbox"/> FedEx 1Day Freight** Next business day** FedEx shipments will be delivered on Monday unless a SATURDAY Delivery is selected.		<input type="checkbox"/> FedEx 2Day Freight Standard delivery NOT available.	
<input type="checkbox"/> FedEx 3Day Freight Standard delivery NOT available.		<input type="checkbox"/> FedEx 4Day Freight Standard delivery NOT available.	
Packages over 150 lbs.			
<input type="checkbox"/> FedEx 5Day Freight Standard delivery NOT available.		<input type="checkbox"/> FedEx 6Day Freight Standard delivery NOT available.	
<small>* To non local areas. ** To same locations.</small>			
5 Packaging			
<input type="checkbox"/> FedEx Envelope*		<input type="checkbox"/> FedEx Pak® <small>Includes FedEx Small Pak, FedEx Large Pak, and FedEx Shrink Pak.</small>	
<input type="checkbox"/> FedEx Box		<input type="checkbox"/> FedEx Tub	
<small>* Delivered under FedEx SRO.</small>			
6 Special Handling			
SATURDAY Delivery <input type="checkbox"/> NOT Available for FedEx Standard Overnight, FedEx Express, FedEx Express Service, or FedEx Day Freight.			
<small>Does this difference contain dangerous goods?</small>			
<small>Do you have the checked? _____</small>			
<input type="checkbox"/> No <input type="checkbox"/> Yes <small>Appropriate Freight Description: Description _____</small>			
<input type="checkbox"/> HOLD Weekday at FedEx Location <small>NOT Available for FedEx First Overnight.</small>			
<input type="checkbox"/> HOLD Saturday at FedEx Location <small>Available ONLY for FedEx Priority Overnight and FedEx 1Day by air selected areas.</small>			
<input type="checkbox"/> Dry Ice <small>Dry Ice, U.S. UN 1845 _____</small>			
<input type="checkbox"/> Cargo Aircraft Only			
7 Payment			
<small>Bill to:</small> Enter FedEx Acct. No. or Credit Card No. below.			
<input type="checkbox"/> Sender <input type="checkbox"/> Recipient <input type="checkbox"/> Third Party <input type="checkbox"/> Credit Card <input type="checkbox"/> Cash/Check			
<small>Acct. No. or Credit Card No. will be used.</small>			
<small>Ex. Div.</small>			
Total Packages		Total Weight	
Total Declared Value*		\$.00	
<small>* Our Sub Total is subject to S&H fees as well as your declared value. See back for details. Entering this field will agree to the terms & conditions on the back of the A&P and in the current FedEx Service Guide, including terms that limit our liability.</small>			
FedEx Use Only			
8 NEW Residential Delivery Signature Options If you require a signature, check. Direct or Indirect.			
<input type="checkbox"/> No Signature Required <small>Indicates you do not want a signature on the delivery. For applicability.</small>			
<input type="checkbox"/> Direct Signature <small>Indicates you want a signature placed on the delivery. For applicability.</small>			
<input type="checkbox"/> Indirect Signature <small>Indicates you want a signature placed at a residence or address may sign for delivery. For applicability.</small>			

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 59
of 61

FedEx. USAirbill
Express

FedEx Tracking Number 8569 4066 0461

From Please print and provide:
Date 3/31/06 Sender's FedEx Account Number 0904-1912-9

Sender's Name Stephen M. Caine Phone (310) 215-7801

Company HAIGHT BROWN BONESTEEL

Address 6080 CENTER DR STE 800

City LOS ANGELES State CA ZIP 90045

Your Internal Billing Reference FedEx charges will appear on invoice WC11-0007 OPTIONAL

To Recipient's Name Larry Nagelberg Phone (310) 208-3220

Company Nagelberg & Associates

Recipient's Address The Tower, Suite 2150

Address 10940 Wilshire Blvd.

City Los Angeles State CA ZIP 90024

Dept./Room/Suite/Room 0332443625

Sender's Copy

4a Express Package Service

FedEx Priority Overnight Next business day** FedEx packages will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx Standard Overnight FedEx Next Day Air is available. Saturday Delivery NOT available.

FedEx 2Day FedEx 2Day is FedEx's second day service. Packages will be delivered on Monday unless SATURDAY Delivery is selected. FedEx Envelopes are not available. Minimum charge One-pound min. *To most locations.

FedEx Express Saver FedEx Express Saver Saturday Delivery NOT available.

4b Express Freight Service

FedEx 1Day Freight* FedEx 1Day Freight Saturday Delivery will be delivered on Monday unless SATURDAY Delivery is selected. *Call for Confirmation.

FedEx 2Day Freight Second business day of Thursday. Packages will be delivered on Monday unless SATURDAY Delivery is selected. *To most locations.

Packages up to 150 lbs.

FedEx First Overnight FedEx Next Business Day Saturday Delivery NOT available.

Packages over 150 lbs.

FedEx 3Day Freight Third business day** Saturday Delivery NOT available.

5 Packaging

FedEx Envelope* FedEx Pak® Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak. FedEx Box FedEx Tube *Declared value limit \$500.

6 Special Handling

HOLD Saturday at FedEx Location NOT Available for FedEx Ground, FedEx Express Saver, or FedEx 3Day Freight. Does this shipment contain dangerous goods? One box must be checked.

No Yes Shipper's Dangerous Goods Declaration Shopper's Dangerous Goods Declaration Dry Ice Dry Ice & UN1845 Cargo Aircraft Only

7 Payment

Bill to Enter FedEx Acct. No. or Credit Card No. below.

Sender Recipient Third Party Credit Card Cash/Check

Acct. No. in Section _____

For FedEx Acct. No. or Credit Card No. Exp. Date

Total Packages Total Weight Total Declared Value \$.00

*Our liability is limited to \$100 unless you declare a higher value. See back for details. By using this Acct. you agree to the terms contained on the back of this Acct. and in the current FedEx Service Guide, including terms that limit our liability.

8 NEW Residential Delivery Signature Options

If you require a signature, check Direct or Indirect.

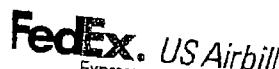
No Signature Required Direct Signature Accts. at which no signature may sign for delivery. Indirect Signature Accts. at which a recipient's designee may sign for delivery. Fee applies.

New Doc 1105-Fax #156279-01584-2005 FedEx-GMT/INTL IN U.S.A./SAF

519

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Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 60 of 61



FedEx Tracking Number 8569 4066 0347

From HAIGHT BROWN BONESTEEL
Date 3/31/06 Sender's FedEx Account Number 0904-1912-9

Sender's Name Stephen M. Caine Phone (310) 215-7801

Company HAIGHT BROWN BONESTEEL
Address 6080 CENTER DR STE 800
City LOS ANGELES State CA ZIP 90045

Our Internal Billing Reference WC11-0007 SMT: & G.L.

Recipient's Name Rex Julian Beaber Phone () 557-1198

DJBarry
Recipient's Address 1546 Calmar Court
Note: package be held at a specific FedEx location, print FedEx address here.

TDS
Note: package be held at a specific FedEx location, print FedEx address here.

Los Angeles State CA ZIP 90024

Sender's Copy

4a Express Package Service

FedEx Priority Overnight
Next business day delivery. FedEx packages will be delivered Monday through Saturday. Delivery NOT available.

FedEx Standard Overnight
Next business day delivery. Saturday Delivery NOT available.

FedEx 2Day
Second business day* delivery. FedEx packages will be delivered on Monday unless SATURDAY delivery is selected.

FedEx Express Saver
Third business day* delivery. FedEx packages are not available. Minimum charge: One-pound rate.

FedEx 3Day Freight
Third business day* delivery. FedEx packages will be delivered on Monday unless SATURDAY delivery is selected.

4b Express Freight Service

FedEx 1Day Freight
First business day* delivery. FedEx packages will be delivered on Monday unless SATURDAY delivery is selected.

FedEx 2Day Freight
Second business day* delivery. FedEx packages will be delivered on Monday unless SATURDAY delivery is selected.

FedEx 3Day Freight
Third business day* delivery. FedEx packages will be delivered on Monday unless SATURDAY delivery is selected.

*Call for Confirmation

5 Packaging

FedEx Envelope* FedEx Pak*
Includes FedEx Small Pak, FedEx Large Pak, and FedEx Shrink Pak

FedEx Box FedEx Tube Other

*Declares value limit \$500

6 Special Handling

SATURDAY Delivery
NOT Available for FedEx Standard Overnight, FedEx First Overnight, FedEx Express Saver, or FedEx 3Day Freight. Does this shipment contain dangerous goods?

HOLD Weekday at FedEx Location
NOT Available for FedEx Standard Overnight, FedEx First Overnight, FedEx Express Saver, or FedEx 3Day Freight. One box must be checked.

HOLD Saturday at FedEx Location
Available ONLY for FedEx Standard Overnight, FedEx 2Day or FedEx 3Day Freight.

Dry Ice
Dry Ice, U.N. 1455

Cargo Aircraft Only

7 Payment

Sender Recipient Third Party Credit Card Cash/Check

Enter FedEx Accts. No. or Credit Card No. below.
If FedEx Accts. No. or Credit Card No. will be used, enter here.

Total Packages Total Weight Total Declared Value \$.00 Exp. Date

Our liability is limited to \$100 unless you declare a higher value. See back for details. By using this airbill you agree to the terms contained on the back of this airbill and in the current FedEx Residential Delivery Service Agreement.

8 NEW Residential Delivery Signature Options If you require a signature, check Direct or Indirect.

No Signature Required
Indicates they will not accept a signature. Address must be addressable via FedEx Home Delivery service.

Direct Signature
Address must be addressable via FedEx Home Delivery service.

Indirect Signature
If no signature is required, recipient's address must be a non-delivery address. Please sign for delivery if applicable.

Rev. Date 11/05/Pan #15677-01/1994-2005 FedEx PRINTED IN U.S.A.-SFA

519

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE AND POUCH NEEDED.

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document of 61 Page 61

MAILING LIST
WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS
BC 340196

3	Rex Julian Beaber 1546 Calmar Court Los Angeles, CA 90024	Gary S. Soter Pearson, Soter, Warshaw & Penny 15165 Ventura Blvd., #400 Sherman Oaks, CA 91403
4	Tel: 557-1198	F K
5	Fax: Xerxers@aol.com	
6		MAIL
7		
8	David B. Casselman Wasserman Comden, Casselman & Pearson 5567 Reseda Blvd., #330 Tazana, CA 91357	Dermot Damian Givens 433 North Camden Dr., #600 Beverly Hills, CA 90210
9		
10	Tel: 818-705-6800 Fax: 818-705-8634 hblum@wcclaw.com	MAIL
11		FX
12	Kevin Gilliam 1502 South Alpine Dr. West Covina, CA 91791	Debra V. Crawford P.O. Box 373, SW Mission & 4 th , #5 Carmel, CA 93921-0373
13		MAIL
14	[Pro Per]	
15		MAIL
16	Steven M. Goldberg Russ, August & Kabat 12424 Wilshire Blvd., 12 th Floor Los Angeles, CA 90025	Laurence D. Strick Law Office of Laurence D. Strick 339 N. Sycamore Ave., # 2 Los Angeles, CA 90036
17		FX
18	Tel: 310-979-8274 Fax: 310-826-6991 sgoldberg@raklaw.com	FX
19		
20		Tel: (323) 964-5231 Fax: (323) 964-8135 larrystrick@yahoo.com
21	Larry Nagelberg Nagelberg & Associates The Tower, Suite 2150 10940 Wilshire Blvd. Los Angeles, CA 90024	
22		FX
23		
24	Tel: (310) 208-3220 Fax: (310) 208-3830	
25		
26		

LAW OFFICES
HAIGHT, BROWN &
BONESTEEL, LLP.
Los Angeles

WC11-4X00007
3123RM4.1

22
FIRST AMENDED COMPLAINT

EXHIBIT 10

EXHIBIT 10

**SETTLEMENT AGREEMENT
AND MUTUAL GENERAL
RELEASE OF ALL CLAIMS**

This Settlement Agreement and Mutual General Release of All Claims (hereinafter "Agreement") documents the settlement of a lawsuit filed in the Los Angeles Superior Court, entitled *Wasserman, Comden, Casselman & Pearson, LLP v. Lydia Harris, Lifestyle Records, Inc., New Image Media Corp., Marion H. Knight aka Suge Knight, Death Row Records, Inc., Death Row Records, L.L.C., Tha Row, Inc., Dermot Givens, Kevin Gilliam aka Battlecat, and Does 1 through 100*, bearing Los Angeles Superior Court Case No. BC 340196 and related adversary proceeding filed in the United States Bankruptcy Court, Central District of California, entitled *Wasserman, Comden & Casselman, LLP v. Lydia Harris, et al.*, Adv. Case No. 06-01802-BC (hereinafter collectively "Lawsuit"). The Lawsuit involved claims arising from the legal representation by Wasserman, Comden, Casselman & Pearson, LLP (hereinafter "WCCP") of Lydia Harris, Lifestyle Records, Inc., and New Image Media Corp., (hereinafter collectively "Harris Entities") in connection with claims brought by WCCP on behalf of the Harris Entities against Kevin Gilliam aka Battlecat (hereinafter "Battlecat"), Marion H. Knight aka Suge Knight (hereinafter "Knight"), Death Row Records (hereinafter "DRR"), Tha Row, Inc., David E. Kenner, David E. Kenner Professional Law Corporation, David E. Kenner a Professional Corporation, The David E. Kenner Trust, Interscope Records, Jimmy Iovine, John T. McClain, Jr., A&M Records, Arista, Artemis, BadBoy, Beyond Records, Def Jam, Done Deal, D P G, Elektra, Hip-O Records, Hoobangin Records, Jive, J-Records, Loud Records, MCA, Polygram,

Priority, RCA, S.P.E. Ent., Sick Wit It, T.V.T Records, The Orchard, Tommy Boy, Universal, Warner Bros. Records, Zomba, *et al.*, and bearing Los Angeles Superior Court Case No. BC263857 (hereinafter "Underlying Action"). Michael Harris filed a complaint in intervention in the Underlying Action. On or about March 9, 2005, a Judgment was entered in the Underlying Action in favor of Lydia Harris and New Image Media Corp. and against defendants Knight and DRR (Knight and DRR are sometimes referred to as the "Knight Entities"). In the amount of \$107,000,000 (hereinafter the "\$107 Million Judgment").

On or about March 26, 2004, the Los Angeles Superior Court entered its Order Confirming Arbitration Award and Judgment in favor of the Harris Entities and against Battlecat in the sum of \$760,000, together with 10% interest from February 5, 2004 (hereinafter "Battlecat Judgment"). WCCP commenced enforcement actions to collect on the Battlecat Judgment and to date, collected \$18,060.32. Of this amount, \$10,973.17 remains in the Client Trust Account of Wasserman, Comden & Casselman, LLP.

On or about January 17, 2006, the Los Angeles Superior Court entered an Order Granting Preliminary Injunction in Favor of WCCP and Against Defendant Lydia Harris, et al. (the "Injunction").

On or about February 22, 2006, the Los Angeles Superior Court entered an Order Re Discovery Sanctions against Lydia Harris for the total sum of \$8,400.00 (hereinafter "Discovery Order"). Lydia Harris has paid \$1800.00 in connection with the Discovery Order.

On or about April 4, 2006, Knight filed for relief under Chapter 11 of Title 11 of the United States Bankruptcy Code, bankruptcy case number LA 06-11187-EC. The same day, DRR also filed for relief under Chapter 11 of Title 11 of the United States Bankruptcy Code, bankruptcy case number LA 06-11205-EC (hereinafter "Knight Bankruptcy").

Since entry of the \$107 Million Judgment and the Battlecat Judgment, WCCP has been succeeded in interest for the purposes of the Lawsuit by Wasserman, Comden & Casselman, LLP (hereinafter "WCC") and Clifford H. Pearson. (Clifford H. Pearson and Pearson, Soter, Warshaw & Penny, LLP shall hereinafter collectively be referred to as "Pearson.")

The parties intend by this Agreement to settle any and all claims WCC and Pearson may have as against the Harris Entities related to the Lawsuit or the Underlying Action, the Battlecat Judgment, Discovery Order and Injunction, and all claims the Harris Entities may have as against WCC and Pearson related to the Lawsuit, the Underlying Action, the Battlecat Judgment, Discovery Order and Injunction.

The parties also intend by this Agreement to settle any and all claims WCC and Pearson may have as against Michael Harris related to the Lawsuit or the Underlying Action, and all claims Michael Harris may have as against WCC and Pearson related to the Lawsuit, the Underlying Action, or the \$107 Million Judgment.

PARTIES.

This Agreement is reached among the following parties:

(1) Wasserman, Comden, & Casselman, a limited liability partnership, as successor to Wasserman, Comden, Casselman & Pearson, L.L.P., on behalf of itself, and its predecessors, successors, executors, assignees, partners, agents, officers, directors, employees, servants, attorneys, insurers, representatives, administrators, and each of them;

(2) Clifford H. Pearson, an individual, on behalf of himself, and his heirs, executors, assignees, agents, servants, attorneys, insurers, representatives, administrators, and each of them, as well as Pearson, Soter, Warshaw & Penay, a limited liability partnership, on behalf of itself,

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and its predecessors, successors, executors, assignees, partners, agents, officers, directors, employees, servants, attorneys, insurers, representatives, administrators, and each of them;

(3) Lydia Harris, an individual, on behalf of herself, and her heirs, executors, assignees, agents, servants, attorneys, insurers, representatives, administrators, and each of them;

(4) Lifestyle Records, Inc., a corporation, on behalf of itself, and its predecessors, successors, executors, assignees, agents, officers, directors, employees, servants, attorneys, insurers, representatives, administrators, and each of them;

(5) New Image Media Corp., a corporation, on behalf of itself, and its predecessors, successors, executors, assignees, agents, officers, directors, employees, servants, attorneys, insurers, representatives, administrators, and each of them; and

(6) Michael Harris, an individual, on behalf of himself, and his heirs, executors, assignees, agents, servants, attorneys, insurers, representatives, administrators, and each of them.

MUTUAL GENERAL RELEASE

Except for the obligations arising under this Agreement and for and in exchange for the consideration described below, WCC and Pearson release the Harris Entities and their heirs, executors, successors, assignees, partners, agents, officers, directors, employees, servants, attorneys, insurers, representatives, and administrators as to any and all claims WCC and Pearson may have, or may have had, as against them relating to or arising from the Lawsuit, the Underlying Action, the Battlecat Judgment, Discovery Order and Injunction. Likewise, except for the obligations arising under this Agreement, and for and in exchange for the consideration described below, the Harris Entities release WCC, Pearson, Leonard J. Comden, Steve K. Wasserman, and David B. Casselman, and their predecessors, successors, executors, assignees,

DO NOT FILE UNTIL SERVED

partners, agents, officers, directors, heirs, executors, assignees, agents, servants, attorneys, insurers, representatives, and administrators as to any and all claims the Harris Entities may have, or may have had as against them relating to or arising from the Lawsuit, the Underlying Action, the Battlecat Judgment, Discovery Order, and Injunction. In providing these mutual releases, WCC and Pearson, on the one hand, and the Harris Entities, on the other hand, fully and forever release, acquit and discharge each other from any and all past, present, and future rights, actions, causes of action, claims, demands, damages, costs, debts, losses, expenses, attorney's fees, penalties, and other compensation of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, and whether concealed or hidden, which have accrued in favor of one as against the other by reason of any matter whatsoever prior to the date hereof including without limitation on the intended generality and all encompassing scope of this Agreement, any claims which:

- (1) arise out of or are in any way connected with or related to the transactions, occurrences, events, acts or omissions set forth or facts alleged in the pleadings and other papers on file in the Lawsuit or the Underlying Action; or
- (2) arise out of or are in any way connected with or related to any transactions, occurrences, events, acts or omissions, which took place prior to the date hereof.

Additionally, except for the obligations arising under this Agreement, and for and in exchange for the consideration described below WCC and Pearson release Michael Harris and his heirs, executors, successors, assignees, partners, agents, officers, directors, employees, servants, attorneys, insurers, representatives, and administrators, as to any and all claims WCC or Pearson may have, or may have had, as against them relating to or arising from the Lawsuit, the Underlying Action, the Battlecat Judgment, Discovery Order, and Injunction. Likewise, except

08/14/2001 10:40 PM DISBURSEMENT

BUDGETED FUSION DUE

08/01

for the obligations arising under this Agreement and for and in exchange for the consideration described below, Michael Harris releases WCC, Pearson, Leonard J. Comden, Steve K. Wasserman, and David B. Casselman, and their predecessors, successors, executors, assignees, partners, agents, officers, directors, heirs, executors, assignees, agents, servants, attorneys, insurers, representatives, and administrators as to any and all claims Michael Harris may have, or may have had as against them relating to or arising from the Lawsuit, the Underlying Action, the Battlecat Judgment, Discovery Order, and Injunction. In providing these mutual releases, WCC and Pearson on the one hand and Michael Harris on the other hand fully and forever release, acquit and discharge each other from any and all past, present, and future rights, actions, causes of action, claims, demands, damages, costs, debts, losses, expenses, attorney's fees, penalties, and other compensation of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, and whether concealed or hidden, which have accrued in favor of one us against the other by reason of any matter whatsoever prior to the date hereof including without limitation on the intended generality and all encompassing scope of this Agreement, any claims which:

- (1) arise out of or are in any way connected with or related to the transactions, occurrences, events, acts or omissions set forth or facts alleged in the pleadings and other papers on file in the Lawsuit or the Underlying Action; or
- (2) arise out of or are in any way connected with or related to any transactions, occurrences, events, acts or omissions, which took place prior to the date hereof.

Nothing in the language of this Agreement shall be deemed to revive any claim between the parties which is barred by operation of law as of the time this Agreement is signed.

CONSIDERATION

As consideration for the settlement of the various claims described herein, and as more fully described immediately above, by entering into this Agreement, WCC and Pearson, on the one hand, and the Harris Entities, on the other hand, each waive any and all rights each may have as against the other. Each shall bear his, her, or its own cost of litigation.

Additionally, as consideration for the settlement of the various claims described herein, and as more fully described immediately above, by entering into this Agreement, WCC and Pearson, on the one hand, and Michael Harris, on the other hand, each waive any and all rights each may have as against the other. Each shall bear his, her, or its own cost of litigation.

Additionally, WCC shall receive the following sums on a dollar for dollar pro rata basis:

- (1) 29.75 % of any future recovery received by the Harris Entities from either Knight, DRR or their respective bankruptcy cases in connection with the \$107 Million Judgment or as the result of the transfer or assignment of the Harris Entities' claims in either the Knight or DRR bankruptcy cases to any third party. Except as provided in subparagraph (2) immediately below, no money shall be due and owing to WCC or Pearson on account of money paid to the Harris Entities in connection with the \$107 Million Judgment prior to the filing of the Lawsuit;
- (2) Effective only after collection of the first \$1 Million of future recovery of the \$107 Million Judgment to the Harris Entities from either Knight, DRR or their respective bankruptcy cases, \$49,583.33 for every million dollars of future net money received by the Harris Entities from either Knight, DRR or their respective bankruptcy cases pursuant to the \$107 Million Judgment, until WCC and Pearson have been paid a total of \$297,500 over and above the amount referred to in the

preceding paragraph. Payments under this sub-division shall also be distributed on a pro rata basis.

Funds received by the Harris Entities pursuant to the \$107 Judgment or the Battlecat Judgment shall be deposited into the client trust account of Weinstein, Weiss & Ordubegian LLP. In the event that Weinstein, Weiss & Ordubegian LLP ceases to represent Lydia Harris, said funds shall be deposited into an escrow account agreed upon by the parties.

WCC shall reimburse Weinstein, Weiss & Ordubegian LLP, 29.75% of all of the reasonable legal fees incurred on behalf of the Harris Entities in preserving and defending the \$107 Million Judgment, including but not limited to preserving and defending the Harris Entities' claim in the Knight Entities' bankruptcy proceeding, from the date this Agreement is fully executed; provided, however that such payments shall be made only from the sums received by WCC from the \$107 Million Judgment; and for cash flow purposes only, shall be paid 50% from the first million dollars collected from the Knight Entities, and 50% from the second million dollars collected from the Knight Entities. If additional legal fees are incurred after the proceeds of the second million dollars collected from the Knight Entities are distributed, such fees shall be paid from sums thereafter collected from the Knight Entities.

To illustrate the foregoing, and as an example only, assume that the total amount received from the Knight Entities' bankruptcy is \$5,000,000 and the fees incurred by the Harris Entities in the preservation/defense of the Judgment are \$200,000 since the execution of this Agreement, the funds would be distributed as follows:

- As to the \$200,000 Attorney's fees incurred in bankruptcy: \$59,500 would be paid by WCC, paid at the rate of \$29,750 out of the first million and \$29,750 out of the second million dollars. The balance of \$140,500 would be paid by the Harris Entities;

BURGESS & TAYLOR, LLP

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- WCC and Pearson: \$5 million gross less \$200,000 bankruptcy fees equals \$4.8 million. This amount is multiplied by 29.75% which equals \$1,428,000. Plus four payments of \$49,583.33 which equals \$198,333.32 for a net recovery of \$1,626,333.32; and
- Harris: \$5 million less \$200,000 for Attorney's fees, less \$1,626,333.33 to WCC, for a net recovery of \$3,173,666.67.
- All distributions of money shall be made to the Harris Entities, WCC and Pearson on a dollar for dollar pro rata basis.

The Harris Entities shall not compromise the \$107 Million Judgment, or enter into any agreement with the Knight Entities relating in any way to the \$107 Million Judgment without providing prior written notice to WCC through its counsel, Haight, Brown & Bonesteel, LLP. Such notice shall be given to WCC prior to the exchange of funds or any other consideration between the Knight Entities and the Harris Entities.

Notwithstanding the foregoing, neither WCC nor Pearson shall have any right to object or interfere with any settlement or compromise of the \$107 Million Judgment or to object or interfere with any sale, transfer or assignment by the Harris Entities to any third party of their claims in either the Knight or DRR bankruptcy cases. WCC and Pearson further agree that upon the closing of a transfer or assignment of the \$107 Million Judgment, in whole or in part, by the Harris Entities to any third party (other than Michael Harris) (a "Transfer/Assignment"), WCC and Pearson shall release and discharge any lien, claim or encumbrance in their favor on or with respect to the \$107 Million Judgment or the portion thereof that is the subject of such Transfer/Assignment (each, a "Release"). WCC and Pearson agree to execute such documents and take all other actions as the Harris Entities reasonably request to effectuate any such Release.

WCC further agrees to provide an index of the Harris Entities' client files and turn over files identified by the Harris Entities within 10 days of such notice. Upon execution of this Agreement, WCC agrees to turn over to Lydia Harris \$7,708.65, which is 70.25% of the money

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collected in connection with the Battlecat Judgment and remaining in the WCC Client Trust Account. The Harris Entities shall waive any and all claims to the remaining \$3,264.52, or 29.75%. Neither WCC nor Pearson shall be responsible for any further collection efforts of the Battlecat Judgment, but WCC shall receive 29.75% of all amounts collected on the Battlecat Judgment, net of expenses, but not attorneys' fees. WCC and Pearson hereby release the Harris Entities from any further liability relating to the Discovery Order or the Injunction.

It is a condition hereof and it is the intention of the parties hereto, and each of them, in executing this Agreement, that the same shall be effective as a bar to each and every claim, demand, and cause of action hereinabove specified, and in furtherance of this intention WCC, Pearson, the Harris Entities and Michael Harris hereby expressly waive any and all rights and benefits conferred upon them by the provision of § 1542 of the California Civil Code which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Each party to this Agreement hereby declares that he or she is executing this Agreement after having received advice from his or her legal counsel of record and understands and acknowledges the significance and consequences of this Agreement and of this specific waiver of § 1542 of the California Civil Code.

Subject to the right of the Harris Entities to sell, transfer or assign their rights to the \$107 Million Judgment to a third party, as reflected in this Agreement, WCC, Pearson, the Harris Entities, and Michael Harris represent and warrant to one another that none of them has

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heretofore assigned, settled, or transferred, or purported to assign, settle, or transfer, to any other person or entity any claim or other matter herein released and any party who breaches this warranty shall indemnify, defend, and hold harmless any other party against who such claim, demand, or action is brought.

Except for the obligations arising under this Agreement, each party to this Agreement shall bear all of his, her or its own costs and attorney's fees incurred in connection with the Lawsuit, the Underlying Action, the \$107 Million Judgment, the Battcat Judgment, the Injunction and the Discovery Order.

If any action or proceeding is brought for the enforcement of this Agreement or any of its provisions, or for a declaration of the rights and duties agreed to herein or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees actually incurred and other costs incurred in connection with that action or proceeding, in addition to any other relief to which the party may be entitled.

This Agreement shall not be construed against the party or its representative who drafted this Agreement or any portion hereof.

This Agreement is, and shall be subject to, governed by, and construed and enforced pursuant to the laws of the State of California.

This Agreement is the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. The Agreement may be amended only upon an amendment in writing and signed by all parties to this Agreement. Additionally, each party to this Agreement agrees: (1) that no provision or breach of this Agreement may be waived unless in writing signed by the

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party to be charged; and (2) that the waiver of any one provision or breach of this Agreement shall not operate as a waiver of any other provision or breach of this Agreement. It is understood by WCC, Pearson, the Harris Entities, and Michael Harris that this Agreement is made without reliance upon any statement or representation made by the other, apart from what is expressly set forth in this Agreement.

If any term, provision, covenant, or condition of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

WCC, through its counsel of record, shall file a request for dismissal of the Lawsuit with prejudice as to the claims against Lydia Harris, Lifestyle Records, Inc., and New Image Media Corp. only, within a reasonable amount of time after this Agreement has been fully executed, and any necessary court approval has been obtained (in both state and federal court). If necessary, WCC and/or Pearson shall also prepare and execute all necessary documents to effectuate the purpose of this Agreement, except that counsel for Lydia Harris shall prepare any necessary documents to be filed in the Knight Bankruptcy or DRR proceeding. Lydia Harris shall execute all necessary documents to effectuate the purpose of this Agreement.

Nothing in this Agreement shall prevent WCC from pursuing its claims against Knight, DRR or any other person or entity not released by this Agreement. Neither WCC nor Pearson shall be entitled, however, to pursue the \$107 Million Judgment without the express written consent of the Harris Entities, including, but not limited to, the filing or prosecution of claims in the Knight or DRR bankruptcy cases. Harris shall reasonably cooperate in WCC's prosecution of any remaining unsettled claims from the Lawsuit.

WASSERMAN, COMDEN & CASSELMAN LLP

WC014

The masculine, feminine and neuter gender of any word shall be construed to include each of the other.

This Agreement is binding and shall inure to the benefit of the Parties hereto and to their respective successors, heirs, assigns and representatives. This Agreement and any release that may be contained herein are intended to be final and binding between the Parties hereto and are further to be effective as a full and final accord and satisfaction between the Parties to this Agreement, and each party expressly relies on the finality of this Agreement as a substantial, material factor inducing that party's execution of this Agreement.

In making this Agreement, no party is admitting the sufficiency of any claims, allegations, defenses, affirmative defenses or any other provisions taken against that party, or the lack of sufficiency of its own claims, allegations, defenses, affirmative defenses or any other provisions taken against any other party.

This Agreement may be executed in counterparts, all of which counterparts together shall be deemed to be one instrument.

Each person signing below represents and warrants that he or she has the authority to sign on behalf of each entity on whose behalf he or she signs this Agreement.

Wasserman, Comden & Casselman, LLP

Dated: _____

By: _____
Leonard J. Comden

Dated: _____

By:
Clifford H. Pearson, individually, and on
behalf of Pearson, Soter, Warshaw & Penny,
LLP

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The masculine, feminine and neuter gender of any word shall be construed to include each of the other.

This Agreement is binding and shall inure to the benefit of the Parties hereto and to their respective successors, heirs, assigns and representatives. This Agreement and any release that may be contained herein are intended to be final and binding between the Parties hereto and are further to be effective as a full and final accord and satisfaction between the Parties to this Agreement, and each party expressly relies on the finality of this Agreement as a substantial, material factor inducing that party's execution of this Agreement.

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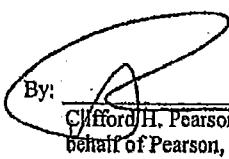
Wasserman, Comden & Casselman, LLP

Dated: _____

By: _____

Leonard J. Comden

Dated: 3/13

By: 

Clifford H. Pearson, individually, and on
behalf of Pearson, Soter, Warshaw & Penny,
LLP

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Dated: 3-12-07

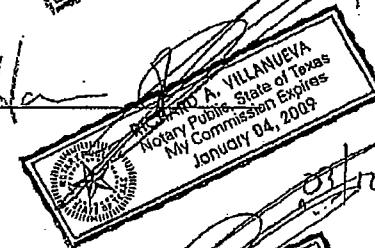
By: Lydia Harris



Dated: 3-12-07

Lifestyle Records, Inc.

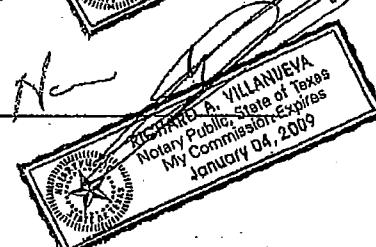
By: Lydia Harris



Dated: 3-12-07

New Image Media, Corp.

By: Lydia Harris



Dated: _____

By: _____
Michael Harris

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Dated: _____

By: _____
Lydia Harris

Lifestyle Records, Inc.

Dated: _____

By: _____
Lydia Harris

New Image Media, Corp.

Dated: _____

By: _____
Lydia Harris

Dated: 3-12-07

By: Michael Harris
Michael Harris

Alvin Brown

Alvin Brown Signing for
Michael Harris as Power
of Attorney on 3/

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APPROVED AS TO FORM AND CONTENT:

Dated: _____

By: _____

Peter Q. Ezell
Nancy E. Lucas
Haight, Brown & Bonesteel, L.L.P.
Attorneys for Plaintiff
Wasserman, Comden, Casselman &
Pearson, LLP

Dated: _____

By: _____

Sharon Zemel Weiss
Weinstein Weiss & Ordubegian LLP
Attorneys for Defendants
Lydia Harris, Lifestyle Records, Inc. and
New Image Media, Corp.

Dated: _____

By: _____

Steven M. Goldberg
Russ, August & Kabat
Attorneys for Michael Harris

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OPTIONAL FORM FOR NOTARIAL ACTS

NOTARY PUBLIC IN CALIFORNIA

W017

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On March 12, 2007 before me, Dense Wolff Notary Public

personally appeared Alvin Brown

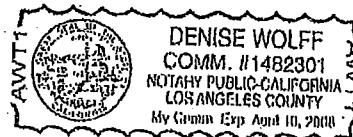
Name(s) of Signer(s)

personally known to me

(or proved to me on the basis of satisfactory evidence)

to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that
(he/she) they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document
and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Settlement Agreement And Mutual General Release Of All Claims

Document Date: Signed On March 12, 2007 Number of Pages: 15

Signer(s) Other Than Named Above: Leonard J. Camden, Clifford H. Pearson,
Lydia Harris (three times), Peter Q. Ezzell, Nancy E. Lucas,
Sharon Zemel Weiss and Steven M. Goldberg.

Capacity(ies) Claimed by Signer(s)

Signer's Name: Alvin Brown

Signer's Name:

Individual

Individual

Corporate Officer — Title(s):

Corporate Officer — Title(s):

Partner — Limited General

Partner — Limited General

Attorney In Fact

Attorney In Fact

Trustee

Trustee

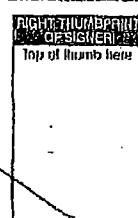
Guardian or Conservator

Guardian or Conservator

Other: Power OF

Other:

Attorney



Signer Is Representing:

Michael Harris

Signer Is Representing: